The Solicitors' Journal.

LONDON, MARCH 15, 1884.

CURRENT TOPICS.

THE COURT OF APPEAL No. 1, after being released from the *Belt case*, is likely to be blocked for some time with the case relating to the Nordenfeldt Patent, the hearing of which in the court below occupied fifteen days.

Mr. WILLIAM COMER PETHERAM, Q.C., has been offered and has accepted the post of Chief Justice of the High Court of the North-West Provinces of India, in succession to Sir ROBERT STUART. Mr. PETHERAM was called to the bar in 1869; was made a Queen's Counsel in 1880, and is a member of the Western Circuit. He has a high reputation for learning, acuteness, and rapidity in the transaction of business, and the profession in India may be congratulated on the excellence of the new appointment.

THE PROCESS of winding up the business of the Examiners' Office will shortly be completed. It will be seen by a notice which we print elsewhere that solicitors and others who have depositions on which fees are owing, or on which deposits have to be returned, or who have papers to take away, are to call at the Examiners' Office in Rolls-yard before the last day of this month. On that day all deposits not returned will be handed over to the Paymaster, and any applications for their return will have to be made to him. Appointments for completing unfinished depositions must be obtained from the Chancery Registrars. The records of the office and unclaimed documents remaining there will be dealt with by a warrant of the Master of the Rolls—*i.e.*, as we interpret the notice, they will either be deposited in the Record Office or destroyed as valueless documents.

THE DECISION of Mr. Justice DAY in *Fearon* v. *Earl of Aylesford*, that a breach of the covenant not to molest in the separation deed executed between Lord and Lady AYLESFORD was an answer to an action on the covenant to pay an annuity contained in the same deed, has occasioned a good deal of comment. His decision seems to have proceeded on the ground that the covenant not to molest was really the whole consideration for the covenant to pay the annuity; that it could not have been the intention of the parties that it should be apportioned or that breaches of it should be appreciated in damages; and, therefore, that any molestation, meaning thereby substantial injury knowingly and without lawful excuse inflicted, amounted to a loss of all right on the part of the wife to further benefit under the deed. The decision of the learned judge certainly affords a marked contrast to the rigorous construction of covenants in separation deeds adopted by the courts of law in *Charlesworth* v. *Holt* (L. R. 9 Ex. 38) and other cases before the Judicature Act. We do not know that the point which arose in the recent case is covered by authority; but it has been generally supposed that a substantial breach of a covenant in a separation deed would prevent the party guilty of it from setting up the deed, although—as was decided by the late Master of the Rolls in *Besant* v. *Wood* (L. R. 12 Ch. D. 605)—trifling breaches of covenants would not have this effect. In that case, referring to the provision of the deed before him, that the custody of one of the children should be given to the wife, the learned judge said that the fact that the court, at the instance of the husband, had taken away that custody, did not "destroy the deed; it was one of the considerations, but it must have been a consideration dependent entirely upon the interest of the infant requiring the court's intervention." But, he added, "No doubt the husband might so conduct himself that the court might refuse, at his instance, to enforce the deed."

A POINT occurs to us in relation to the 4th clause of the Franchise Bill. That clause is aimed at preventing the creation of faggot voters, and it provides, among other things, that "where two or more men are owners, either as joint tenants or tenants in common, of an estate in any land or tenement, one of such men, but not more than one, shall, if his interest is sufficient to confer on him a qualification as a voter in respect of the ownership of such estate, be entitled (in the like cases, and subject to the like conditions, as if he were the sole owner) to be registered as a voter, and, when registered, to vote at an election, provided that, where such owners have derived their interest by descent, succession, marriage, marriage settlement, or will, or where they occupy the land or tenement and are *bonâ fide* engaged as partners carrying on trade or business thereon, each of such owners, whose interest is sufficient to confer on him a qualification as a voter, shall be entitled (in the like cases, and subject to the like conditions, as if he were sole owner) to be registered as a voter in respect of such ownership, and, when registered, to vote at an election." It is to be observed that the section does not determine, or provide any means for determining, which of the two or more men mentioned in the first part of the section is to be the one that is to have the vote. It is curious that precisely the same defect exists in the 27th section of the Representation of the People Act, 1867, which relates to the occupation franchise in counties. If more than one of such joint tenants, or tenants in common, claims at any registration, how is the revising barrister to determine which of them is to be registered? The difficulty is perhaps one that is not likely to occur so frequently in practice, because, the object of the creation of many of these joint tenancies or tenancies in common being done away with, such estates are not likely to be created so frequently in future. The most usual modes in which such joint interests are likely to arise (other than conveyances for the purpose of creating faggot votes) are excepted from the operation of the clause, but still there must be cases in which persons purchase land, which is conveyed to them jointly as partners in some speculation or investment, but which they do not occupy as partners, or use for the purpose of carrying on their partnership business. So that the difficulty created by the section might occur in some cases. No doubt, in most cases, such persons would agree among themselves on the question who is to be registered; but why should the deficiencies of a previous Act be thus wilfully perpetuated and repeated? There can be no doubt that the section was framed upon the model of the 27th section of the Representation of the People Act. The deficiency of that section in this respect has been pointed out in all the books on registration. In practice, no doubt, the difficulty under that section has solved itself somehow, and we suppose the draftsman thought it better to follow the existing precedent, trusting that no practical difficulty would arise, than to try to amend it. This seems to us, however, but poor form as a matter of drafting.

PARLIAMENT IN 1881 sanctioned the expenditure (44 & 45 Vict. c. 49, s. 32) of a considerable sum of money for the purpose of emigrating persons, and "especially families, from the poorer and more thickly populated districts of Ireland." Under the power conferred by this Act, some thousands of emigrants are being sent to Canada and the United States, far the larger proportion of them going to the States. Emigrants once landed in the States are naturally anxious to acquire the power of voting and other rights

which citizenship confers; but they have to wait five years before they can take the oath of allegiance which confers these rights. We believe that it is not generally known in this country how this oath runs. It is as follows:—A. B. "declares on oath that he doth absolutely and entirely renounce and abjure all allegiance and fidelity to every Foreign Prince, Potentate, State, and Sovereignty whatever, and particularly to Queen Victoria of the United Kingdom of Great Britain and Ireland." This oath is varied in the case of immigrants from other countries, the words "and particularly to Queen Victoria, &c.," giving place, say in the case of a German immigrant, to "and particularly to the Emperor William, &c." Nevertheless, the oath itself violates every canon of good taste, and the invidious nature of the distinction drawn in it becomes at once apparent when we place beside it the oath of allegiance required of aliens who desire to be naturalized in this country, which runs:—"I, A. B., do swear that I will be faithful and bear true allegiance to her Majesty Queen Victoria, her heirs and successors, according to law. So help me God" (33 Vict. c. 14, s. 9). As long as the United States retains this form of oath of allegiance, it seems to us questionable how far we are right in emigrating, at the public cost, persons who are to be invited at the earliest opportunity to take such an oath. It must be borne in mind that this oath is printed on the letters of naturalization given to each new citizen, and treasured by him as the credentials which enable him to enjoy the rights and privileges of American citizenship. The idea conveyed by this oath to the minds of the ignorant Irish who take it, cannot be very favourable to the dynasty of Queen Victoria.

In a case of *Dugdale* v. *Whiffen*, recently before Mr. Serjeant Tindal Atkinson in the Wareham County Court, the question arose whether, upon a judgment summons against the debtor for non-payment, an administration order—the total amount of his debts being under £50—could be made for the liquidation of his debts under section 122 of the Bankruptcy Act, 1883. This section says that "where a judgment has been obtained in a county court and the debtor is unable to pay the amount forthwith, and alleges that his whole indebtedness amounts to a sum not exceeding fifty pounds, inclusive of the debt for which the judgment is obtained, the county court may make an order for the administration of his estate." It is clear from this that, immediately upon such a judgment being obtained, such an administration order can be made. The question is whether such an order can be made at a later stage when the debtor comes before the court upon a judgment summons for non-payment. It would seem from rule 267 that it was intended that there should be power to make such an order. This rule says, "Where an application to commit is made to a county court, and it appears to the court that the total liabilities of the judgment debtor do not exceed fifty pounds, the court may, if it thinks that an order for committal ought not to be made, make an administration order under section 122 of the Act." In the case in question, however, the learned county court judge appears to have held himself bound by the word "forthwith" in section 122, as indicating that such an order could only be made *instanter* upon a judgment being obtained. He is reported to have said that "the difficulty with the county court judges in carrying out the provision was that the order must be upon judgment *forthwith*, and not upon a judgment summons. Whoever framed that clause could not have framed it better to prevent its being workable." The learned judge, whose care and accuracy are well known, is stated to have expressly quoted "the rule relating to the section"; so that his decision appears to be tantamount to treating rule 267 as *ultrà vires*.

Mr. Justice A. L. Smith will preside at the anniversary festival of the United Law Clerks' Society, at the Freemasons' Tavern, on June 11.

Lord Cranbrook will preside at the eleventh annual general meeting of the Barristers' Benevolent Association, to be held in the Middle Temple Hall on the 26th inst. at 4.30.

The *Central Law Journal* records a confusion of metaphors, worthy of Sir Boyle Roche, which occurred in the speech of a Philadelphia lawyer, who remarked, "These gentlemen have gone on until by assiduous incubation they have hatched something that will hold water, and upon this they hang their bill."

EFFECT OF STIPULATIONS IN A CONTRACT FOR BENEFIT OF THIRD PARTIES.

The decision in the case of *Re Flavell* (L. R. 25 Ch. D. 89) affords an illustration of an interesting question—viz., as to when stipulations in a contract for the benefit of a person not a party to the contract amount to the creation of a trust for the benefit of such party. In the case in question articles of partnership between two solicitors provided in substance that, in the event of a determination of the partnership by death of one of the partners, during a certain time after such determination the personal representatives of the deceased partner should be entitled to receive out of the net profits of the partnership business a certain yearly sum to be applied in such manner as the partner so deceasing might, by deed or will, direct for the benefit of his widow and children, and in default of such direction to be paid to such widow, if living, for her own benefit. One of the partners died leaving a widow, but without having given any direction as to the application of the annuity. By his will he appointed his widow his universal legatee and sole executrix. He died insolvent, and an action was brought by a creditor to administer his estate. The question was whether the annuity formed part of the testator's estate, or whether the widow was entitled to it for her own benefit. North, J., and the Court of Appeal held that, by the articles, a trust of the annuity was created in favour of the widow, and that she was, therefore, entitled to it free from the claims of the testator's creditors.

The case was put from various points of view by the counsel for the creditors. But, after all, the substantial question seems to be whether the true construction of the instrument in this respect was such as to create an interest in the widow or merely a contractual right forming part of testator's estate in respect of which the widow, as such, had not, and never could have, any legal interest. On the terms of the instrument in this case we hardly see how the question was fairly arguable, or how the money in the hands of the executor could be applicable otherwise than in accordance with the articles. Numbers of cases were cited in which the facts had more or less nearly approached the case under discussion, and, as frequently occurs with regard to such questions, upon reference to such cases it becomes clearer and clearer that it is not so much the principle as its application to cases where the language and acts of the parties are inconclusive, that is doubtful.

The question involved is very closely related to questions that have at various times arisen in actions on contracts at common law. It was, of course, well settled at common law that, in general, only a party to the contract could sue on it. It might be that the contract contained stipulations for the benefit of a third party, but such third party had no right of action upon the contract. If the stipulations were not performed, the only remedy was by action at the suit of the party to the contract with whom the stipulations were made. But then arose an obvious difficulty as to measure of damages in the absence of any provision for liquidated damages. The general rule at common law was that, subject to rules as to remoteness of damage, a person is entitled to be put pecuniarily in the same position as if the contract had been performed. The difficulty with regard to stipulations in favour of third parties is that the party to the contract may not be pecuniarily damaged by the non-performance of the stipulation in favour of the third party. It has been held, however, in such cases that, if a contract is made with A., as trustee for B., A. can sue on the contract and recover, for the benefit of B., all that B. could have recovered if the contract had been made with B. himself. This principle was referred to by Lush, L.J., in the case of *Lloyds'* v. *Harper* (L. R. 16 Ch. D. 321), and he cited, by way of illustration, the familiar instance of Lloyds' policies, which are made in the name of the insurance broker. That is, of course, a very obvious case, because it is clearly, in such a case, never intended that the broker shall be anything but a mere conduit-pipe or trustee of the contract; but other cases of a more difficult nature arise in which it is hard to say whether the plaintiff is a trustee of the contract, as, for instance, the case of *West* v. *Houghton* (L. R. 4 C. P. D. 197). In that case the plaintiff granted a lease of sporting rights over his estate to the defendant, and took from the defendant a covenant to keep down rabbits, so that no appreciable damage might be done to the crops on the plaintiff's estate.

Appreciable damage was done to the crops of an occupier of land on the estate by rabbits, but the plaintiff never was under any liability to compensate the occupier for such damage, and paid him no sum whatever in respect thereof. It was held, in an action for breach of the covenant, that the plaintiff, not having suffered any damage himself, and not being in the position of a trustee for the occupier of the covenant, was entitled only to nominal damages. It is stated by North, J., in his judgment in *Re Flavell*, that the Lords Justices said, in *Lloyds'* v. *Harper*, that the decision in *West* v. *Houghton* cannot be supported. We are not sure that this is the result of what the Lords Justices said. The basis of the judgment of Lord Coleridge, C.J., in *West* v. *Houghton*, is his view, right or wrong, that the plaintiff had never made himself trustee of the covenant for the occupier. In the case put by the Lords Justices during the argument in *Lloyds'* v. *Harper* (p. 311), the landlord clearly does make himself such a trustee. The case put is that the landlord with whom such covenant is made, subsequently letting the land, agrees with the tenant to give him the benefit of the covenant, and it is suggested that in that case the landlord could recover as trustee for the tenant. It is clear that the case so put is not on all fours with *West* v. *Houghton*. The point there taken by the Lord Chief Justice was, in substance, that the occupier had no interest in the covenant; that he could not compel the plaintiff to sue on it for his benefit, and if the plaintiff had recovered the amount of the damage done to the crop, he could not have compelled the plaintiff to hand the amount over to himself. In the case put by the Lords Justices it is clear that the landlord would have been a trustee for the tenant of any money recovered on the covenant, having in substance assigned the benefit of the covenant.

There is a difficulty in the case put by Lord Justice James in *Lloyds'* v. *Harper*—viz., that of a subsequent letting, and assignment of the benefit of the covenant, to the occupier, and it is this: it may be said that the original contract is, in the eye of law, a contract to perform certain things or pay the plaintiff the pecuniary difference between his position in the case of breach and in the case of performance, and that the plaintiff cannot, by his voluntary intermediate act, render the covenant more onerous by voluntarily putting himself under obligation to third parties, the result being that, unless he is a trustee of the covenant in the first instance, he cannot, by his own act, become so, and thus entitle himself to recover the damage to a third party on behalf of that party. It seems to us, however, that the reply to this difficulty may, possibly, be that the obvious intention of such a covenant is that the landlord may give his tenants the benefit of it in order to prevent the depreciation of his rents, and, therefore, by implication, there is an agreement that the tenant shall have the benefit of the covenant, and such damages shall be recoverable on his behalf as he may suffer. It may, possibly, be that the learned Lords Justices who decided *Lloyds'* v. *Harper* would have held that the same construction should have been given to the covenant in *West* v. *Houghton*, and that there, too, the plaintiff was trustee of the covenant for the occupiers on his estate from the beginning. We must confess to feeling some difficulty as to this, first, because no consideration appears to have moved from occupiers already in occupa-tion; and, secondly, because, if so, the plaintiff could not release or waive the covenant or alter the terms of the sporting lease in this respect during its currency for his own advantage, even though he had in no way agreed to give his tenants the benefit of its stipulations. Of course, there is no doubt that an interest in such a covenant may be given to the tenant *ab initio* which the landlord cannot interfere with, if that appears to have been the intention. The question in *West* v. *Houghton* is whether any such intention appeared from the terms of the covenant or the circumstances under which it was entered into. We cannot help feeling considerable doubt whether it could be said in that case that there was any sign of an intention to give the tenant (who, it should be observed, already occupied at the time when the covenant was entered into) an interest in the covenant.

A difficulty suggested in *Flavell's case* as standing in the way of the contention that the provision of the partnership articles created a trust was this: it was said that, if there was a trust created for the widow, the partners could not, by agreement between themselves, have rescinded the agreement, so far as the payment of the annuity was concerned, nor could the testator have released it. If this necessarily follows from the decision, it may, perhaps, create a difficulty. It may be said not to be the natural construction of the provision *per se* that the testator intended to create this kind of irrevocable interest in the business in the objects of the provision, so as to tie his hands with regard to future arrangements. It seems to us, however, that the suggested consequence does not follow, and that, though possibly the testator might have released the stipulation, yet, not having done so, the moneys paid under it were impressed with the trust. If it were not so an absurdity would result. The very object of the stipulation would *ab origine* be defeated. If the annuity formed part of the estate of the testator, unless he bequeathed it to his widow, it must go according to the Statute of Distributions, which would defeat the very words and object of the provision by which it was created. There is no real difficulty in point of principle; though, in one sense, a trust may be said to be created by such a stipulation, it is not necessarily thereby meant that a vested irrevocable interest is created in any event. Obviously that cannot be the case. What is meant is that, if the stipulation takes effect under the contract, there shall arise such and such a beneficial interest in the money paid under it. This may be subject to the right of the party to rescind the contract or release this stipulation during his lifetime. When once he is dead, there can be no revocation, release, or rescission, and the annuity, therefore, cannot possibly then form part of his estate. As was pointed out by the Lords Justices on appeal, this annuity could not at any time have been said to form part of the testator's estate. No right to sue for it ever vested in him, and, by the terms of its existence, as soon as any such right ever vested in his executors, they became affected with a trust. We do not express any opinion as to whether the testator could, in this particular case, have released the stipulation in his lifetime. But, even if he could, it does not seem to us that the result contended for follows.

REVIEWS.

CHANCERY PRACTICE.

THE PRACTICE OF THE CHANCERY DIVISION OF THE HIGH COURT OF JUSTICE AND ON APPEAL THEREFROM; BEING THE SIXTH EDITION OF DANIELL'S PRACTICE, &C. By LEONARD FIELD, EDWARD CLENNELL DUNN, and THEODORE RIBTON, Barristers-at-Law, assisted by WILLIAM HENRY UPJOHN, Barrister-at-Law. Vol. II. Stevens & Sons.

More than eighteen months have elapsed since we reviewed the first volume of this excellent work, but the delay in its completion must be attributed, not to any slothfulness on the part of the learned editors, but to the appearance of the new rules. The advertisement, indeed, announces that "these rules were issued after the whole of the text, and a considerable portion of the index, had been printed;" and that it was considered that the most convenient course would be to incorporate the new provisions by way of *addenda*. Some idea of the magnitude of this laborious and disheartening task, and also of the completeness with which it has been achieved, may be gathered from the fact that the *addenda* occupy upwards of one hundred pages. No labour seems to have been spared in the endeavour to assist the reader in connecting the old and the new practice. We find, for example, tables of the existing and of the abrogated rules, with cross-references from one to the other, and an alphabetical list of the more important innovations introduced by the new code.

The volume which is now published consists of two parts, each of them a portly volume; and follows somewhat closely in general outline the plan of the corresponding volume of the last edition. Important chapters have, however, been added dealing with "Proceedings in Particular Actions," "Consolidated and Test Actions, Transfer and Removal of Actions and Proceedings," and "Staying Proceedings, and Dismissing Actions, otherwise than at the Trial." The subject of "Security for Costs" is also now treated in a separate chapter, instead of being diffused throughout the book as in the last edition; while the chapter on the Statutory Jurisdiction of the Court, perhaps the most useful part of Daniell, has been considerably enlarged by the addition of the Conveyancing Act, 1881, the Settled Land Act, 1882, and the Married Women's Property Act, 1882.

The merits and defects of a book of practice can only be fully discovered by daily use; but, so far as we have tested the present edition, the high reputation of "Daniell" as the standard work on Chancery Practice seems to us to be well sustained by the labours of the present editors. Some few statements, indeed, we have noticed to which exception might be taken, as, for instance, that at p. 1388, that "an action of foreclosure is, it seems, an action to recover land." This seems

to us to require more express qualification. It has been decided by the cases cited that the proposition is true so far as the Statutes of Limitation are concerned; but it by no means follows that it holds good wherever we find the words, "action to recover land," or "action for the recovery of land." Thus, in *Tawell* v. *Slate Company* (L. R. 3 Ch. D. 629), Jessel, M.R., held that an action for foreclosure was not an action for the recovery of land within the meaning of R. S. C. (1875), ord 17, r. 2, and, therefore, that other causes of action might be joined without leave. This appears to us to be still law, and to be unaffected by the decision in *Heath* v. *Pugh* (30 W. R. 553, L. R. 7 App. Cas. 235); see also Fisher on Mortgages, 4th ed., p. 477. Moreover, Chitty, J., has decided quite recently that judgment in such an action does not entitle a plaintiff to a writ of possession: *Wood* v. *Wheater* (31 W. R. 117, L. R. 22 Ch. D. 281). The statement at p. 2282 that the words "persons entitled," used in the Settled Estates Act, means persons beneficially entitled, is too absolute. It should have been qualified by a reference to *Vine* v. *Raleigh* (31 W. R. 855, L. R. 24 Ch. D. 238), where it was held that trustees might petition when there was no person for the time being beneficially entitled to the rents of the property. Again, in the addenda, under section 39 of the Conveyancing Act, we find *Re Warren's Settlement* (27 SOLICITORS' JOURNAL 584, W. N., 1883, p. 125) referred to for the proposition, "The court will not remove the restraint in order to enable the property to be dealt with on the presumption that the woman is past child-bearing;" but the more important point decided in the case—namely, that it was not in the power of the court simply to *remove* generally the restraint—is passed by unnoticed.

These, however, are very slight faults, and count for nothing when set against the high merits of a book in which we are sure to find almost every point of practice, and to find it more easily than anywhere else.

PATENTS.

THE PRACTICE AS TO LETTERS PATENT FOR INVENTIONS, COPYRIGHT IN DESIGNS, AND REGISTRATION OF TRADE-MARKS, UNDER THE PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883. By W. N. LAWSON, M.A., Barrister-at-Law, Recorder of Richmond. Butterworths.

The book now before us is one of considerable merit. The author has evidently bestowed upon it much time and trouble and thought, and the result is that it may fairly be described as a thorough book. Mr. Lawson has not contented himself with reprinting the Act and Rules, or even with noting up a few cases against some of the more prominent sections of the Act, but he has gone carefully through all the authorities, and given his reader the fruits of his researches in numerous notes which, while sufficiently concise, yet contain the substance of the bulk of the decisions down to the present time on the practice in cases of patents, registered designs, and trade-marks. The extent of ground which his book is to cover is a matter which every author must decide for himself; Mr. Lawson has decided that his book shall, except in the case of designs, be confined to matters of practice. This we regret, for the consequence will inevitably be that practitioners in patent cases will have to supplement the information to be found in this work with other information to be found elsewhere. A book dealing with the law of patents, which designedly omits all treatment of such topics as subject-matter, novelty, the sufficiency of the specification, and infringement, must of necessity produce something of the effect of Hamlet with the part of Hamlet omitted, even though the scope of the book be, as in this case, limited at the outset to the exposition of points of practice. We regret that the book has been thus curtailed all the more on account of the excellence of the workmanship in other respects. A good specimen of the thoroughness with which Mr. Lawson has gone to work is his note to section 25 of the Act, dealing with prolongations of patents. This note fills no less than eleven closely-printed pages of small type, and is in substance, though not in name, a chapter on extension, in which the authorities are fully examined and detailed. If this had been followed up by a specimen set of petitioners' accounts, in a form approved by the Judicial Committee, a valuable addition would have been made. The remarks in the preface with respect to the conferment of judicial functions on the Board of Trade strike us as being very just. The idea was to give applicants a cheap method of having their wishes fulfilled, but if it should turn out that the result is to debar them from taking the opinion of a court of law, the concession will have been dearly purchased. The remarks at the same place with respect to costs under the Act are also instructive. It is a pity that the table of cases does not follow the modern plan of giving all the references.

A DIGEST OF PATENT LAW AND CASES, INCORPORATING THE PROVISIONS OF THE PATENTS ACT, 1883. By H. A. A. GRIDLEY, Barrister-at-Law. M. Ward & Co.

The object of this work is stated in the preface to be to present as concisely as possible the Law of Patents, altered as it is by the Patents Act, 1883. In some respects the work is well done; thus the numerous cases cited have as a rule been carefully examined and are correctly stated; but, on the other hand, there are several drawbacks, not the least of which is an extreme difficulty in finding anything for which one is looking. The subjects are arranged in chapters, such as "The Application," "The Patent," "Compulsory Licences," and so on; but it is obvious that in very many instances the same principle requires re-stating under several different heads, or that at least numerous cross-references should be given, for a busy man cannot spare the time to read through the whole book when looking for one point. To illustrate what we mean, under the head of "Revocation" we should have expected to find a complete statement as to the grounds of repeal by *scire facias*, but all that is given is a statement from Coke's 4th Institute that *scire facias* will lie (1) where a second patent has been granted for the same thing as a prior patent; (2) where a patent has been obtained in fraud; (3) where a patent is not legally valid. Not a hint is given here of when a patent is or is not legally valid; nor is there a cross-reference of any kind; but to find out when a patent is not legally valid the reader must, so far as we can see, search through the whole book from cover to cover. This is too great a task to undertake. The fact is that a digest is a very difficult thing to compile; either the cases should be arranged under the different heads, and repeated wherever necessary, or referred to by the fullest cross-references; or else the cases should be separately abstracted and digested in a full index. Neither of these plans is followed here. The author has evidently taken a good deal of pains to get at the pith of his cases, but we think he has failed to appreciate how puzzling it is to a reader to have the Act of Parliament dislocated and picked to pieces, and one section or part of a section put in at one page, and the following section or part of a section put in at fifty pages off, with no print of the Act in the form in which it passed through Parliament noted, so as to show where these "*disjecta membra*" are to be found.

THE NEW LAW OF PATENTS, DESIGNS, AND TRADE-MARKS; BEING THE PATENTS, &C., ACT, 1883, WITH THE RULES AND FORMS FULLY ANNOTATED, &C., &C. By E. MORTON DANIEL, Barrister, at-Law. Stevens & Haynes; Vacher & Sons.

This work deals with all the three subjects regulated by the Patents Act, 1883. It contains a treatise on the law of patents, designs, and trade-marks, and also numerous notes to the sections of the Act, which is printed after the treatise. There is no attempt, and Mr. Daniel frankly states that there is no attempt, at being absolutely complete, but, notwithstanding this, there is in the book much information, tersely and well put, and easily discoverable. The trade-marks part of the work strikes us as having received Mr. Daniel's special care, possibly owing to his having previously brought out a work on the same subject. This being so, we should have expected from him some observations upon section 87, which appears, *primâ facie*, to give some rather novel licensing powers to owners of trade-marks, who, in this respect, hardly stand on the same footing as owners of patents. The statement of the law of patents seems to be well done, but it is very inconvenient to have no side notes to the paragraphs, to serve as guides in directing the reader's attention. The disadvantages of an applicant's paper being open to inspection during the period allowed for entering an opposition are forcibly stated in the note to section 10. The note to section 106 is also a useful commentary on an entirely new enactment. Some references to the Act would have been useful in the various sets of rules, and the author might have been less chary in the references he gives for the cases he cites. But if anyone, layman or lawyer, wishes to have a good general idea of the law contained in the Patents Act, and does not wish to give the money or time necessary for buying and reading a more elaborate work, he will probably be well content with the book which Mr. Daniel has produced.

THE PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, &C. By W. R. BOUSFIELD, Assoc. Inst. C.E., Barrister-at-Law. Henry Sweet.

In this work Mr. Bousfield has, it seems to us, given the profession something which might have been worked out without much assistance—viz., a system of references from the Rules to the Act, and not much else. We should have expected that a book which was intended to be of real service would have used the different sections of the Act as pegs on which to hang dissertations on the various points of principle and practice which have come before the courts. Take, for instance, sections 28, 29, and 30. These might be used as an opportunity of giving the readers of the book a tolerably complete idea of patent practice, but we only find some four and a half pages, by no means closely printed, occupied by these sections and the notes thereto. And the notes to these sections are amongst the fullest in the book. The seven short chapters which make up the preliminary treatise are carefully done, as far as they go, but they are far too

attenuated, and too little illustrated by authorities, to be of much use. With respect to trade-marks the author does not appear to be aware that any cases have been decided other than such as have found their way into the *Law Reports*, and with very few exceptions he ignores throughout the book the existence of any other reports that these.

PLEADING.

A SELECTION OF PRECEDENTS OF PLEADING. By JOHN CUNNINGHAM and MILES WALKER MATTINSON, Barristers-at-Law. SECOND EDITION. Stevens & Haynes.

The Rules of 1883 have effected so great a change in pleading that a second edition of Messrs. Cunningham and Macaskie's well-known selection of Precedents had become almost absolutely necessary to the continuance of the work. In this edition "the authors," we are told, "have endeavoured to enter into the spirit of the new system, and this has involved a complete recasting of the forms contained in the first edition"; and we learn, too, that, finding considerable space left at their disposal "by the material curtailment of the length of the forms," they have included "a selection of pleadings adapted to the classes of actions assigned to the Chancery Division." The precedents are now arranged under nearly a hundred different titles, and we are glad to be able to express our approval, in general, of the neat and workmanlike mode in which they are composed and put together. Here, however, our commendation must end. The opening chapter, from which, if well done, both practitioner and student might have derived considerable assistance, is still sadly in need of condensation, being full of long extracts from judgments and rules; nor does it appear to have undergone as much revision as it required by reason of the new rules. Again, in the notes we are presented with far too much substantive law, so much so that it is often difficult to read the precedents continuously, which we take to be a serious defect in a book of this kind. It is only fair to state, however, that the substantive law is, though too diffusively, very well stated, and we may mention as an instance of careful treatment the mode in which the different "kinds of privilege" are dealt with. The Pleading Rules, which are very properly printed in the appendix, are printed in too small a type, and without marginal notes or references to the text.

CORRESPONDENCE.

THE "NEW RULES" APPENDIX O.

[*To the Editor of the Solicitors' Journal.*]

Sir,—This appendix purports to give a list of older rules, orders, &c., repealed by the "Rules of the Supreme Court, 1883"; and the list begins with "The several Rules, Orders, and Forms contained in the Schedule and Appendix to the Supreme Court of Judicature Act (1873) Amendment Act." I have searched in vain for any Act having the title "Supreme Court of Judicature Act (1873) Amendment Act." The Act of 1873 has been, as a matter of fact, amended by Acts passed in 1874, 1875, 1877, 1879, 1881, and 1883; but each of these Acts has its own appropriate title, and such title does not, in any instance, appear to be a "Supreme Court of Judicature Act (1873) Amendment Act." The interpretation order in the new rules gives a general title to certain Acts, including most of those which I have mentioned, but does not give a fresh title to any individual Act. I suppose it will be generally assumed that the "Supreme Court of Judicature Act, 1875," is indicated by the words to which I have ventured to call attention, but it seems to me that some explanation may reasonably be expected by the public and the profession.

Lincoln's-inn, March 14. A. R.

THE NEW PRACTICE.

THIRD-PARTY PROCEDURE.

THE tendency of the court seems to be in the direction of limiting the application of the third-party procedure under the new rules. There is no doubt that, although the general idea underlying the old rules on the subject seemed, in the abstract, only reasonable and just, great difficulty and perplexity were experienced in endeavouring to work it out in detail. The language of the new rule on the subject (ord. 16, r. 48) is not nearly so wide as that of the old rule. It confines the application of third-party procedure to cases where the defendant claims to be entitled to "contribution or indemnity" over against any person not a party to the action. In the recent case of *Pontifex* v. *Foord* (32 W. R. 316, L. R. 12 Q. B. D. 152), a lessor sued a lessee for breach of a covenant to repair, and the defendant sought to bring in his sub-lessee as a third party, claiming over against him in respect of breach of a similar covenant to repair contained in the under-lease. The court held that this was not a case of contribution or indemnity within the new rules, on the ground that, though the covenants were in each case in similar terms, yet, inasmuch as the lease and the under-lease commenced at different dates, and every covenant to repair must be construed with reference to the age and character of the premises at the date when it was entered into, the obligation created by the covenants would be different as between the lessor and lessee, and between the lessee and sub-lessee, and, therefore, there was no express or implied promise to indemnify. There is no doubt that a stringent construction of the terms "contribution or indemnity" would very much restrict the operation of the third-party procedure. For instance, under the old rules, where a vendee sued a vendor for breach of warranty, the vendor used to bring in his vendor if the warranty was in identical terms in both contracts. It has been held in chambers that this can be done under the new rules, but we are informed that the point has been brought before a divisional court, and, though the decisions at chambers have not actually been reversed, the case being at present part heard, and the further argument having been postponed, the court showed a strong disposition to come to the conclusion that the principle of the decision in *Pontifex* v. *Foord* applied, and that the original vendor could not be brought in, on the ground that it was not a case of contribution or indemnity properly so called.

R. S. C., 1883, ORD. 46, R. 1—JUDGMENT CREDITOR—SHARES STANDING IN THE NAME OF THE JUDGMENT DEBTOR—CHARGING ORDER—APPLICATION TO SELL—1 & 2 VICT. C. 110, S. 14—JUDICATURE ACT, 1873, S. 24.—In the case of *Liggott* v. *Western*, which came before the Divisional Court (Lopes and Cave, JJ.), on March 5, the question arose as to the power of the court to order the sale of certain shares belonging to the judgment debtor, in respect to which a charging order had been obtained under 1 & 2 Vict. c. 110, s. 14. The plaintiff had obtained judgment against the defendant, with costs, in May, 1883, and in June, 1883, obtained a charging order upon certain shares, which the defendant held in his own right, in the Æolus Waterspray, &c., Company, whereby the shares were charged with the sum of £194, then due upon the judgment. In February, 1884, the plaintiff applied to Mathew, J., at chambers, for an order for the sale of shares and the payment of the sum of £194 to the plaintiff. The matter was referred to the court. It was argued on behalf of the plaintiff that though, before the Judicature Act, 1873, a separate action would have been necessary in order to obtain a sale of the shares, section 24, sub-sections 4 and 7, of the Judicature Act, 1873, now gave the court power to order a sale in the original action, as it was merely a mode of enforcing execution. The court, however, held that a separate action was still necessary. The statute 1 & 2 Vict. c. 110, s. 14, said that the judgment creditor was to have all such remedies as he would have been entitled to had the charge been made in his favour by the judgment debtor himself, and the only remedy under that statute would have been by a separate action; section 24 of the Judicature Act, 1873, did not give any more extensive remedy; and ord. 46, r. 1, which deals with charging orders, only says that "their effect shall be such as is provided by 1 & 2 Vict. c. 110, ss. 14, 15." The COURT, therefore, held that they had no power to make the order in the original action, and refused the application.—SOLICITORS, *Parkers*.

R. S. C., 1883, ORD. 16, RR. 48, 55—CLAIM AGAINST CO-DEFENDANT—CONTRIBUTION OR INDEMNITY.—In a case of *Catton* v. *Bennett*, before Kay, J., on the 8th inst., a question arose as to the right to serve notice of a claim to indemnity upon a co-defendant under ord. 16, r. 55. The action was for specific performance of an agreement to purchase certain land, or, in the alternative, for damages, and the auctioneers were joined as defendants with Bennett, who, it was alleged, had agreed to purchase. Bennett, by his statement of defence, stated that he had entered into the agreement in question upon a misrepresentation by the auctioneers, who had advertised that the whole purchase-money of the freehold would be allowed to remain on mortgage. He applied for leave to serve notice on the auctioneers of a claim to indemnity, under ord. 16, r. 55, against any damages that might be recovered against him by the plaintiff, but it was argued that he should not be allowed to do this, as the claim did not arise out of a contract of indemnity, but was, in fact, for damages for a tort. KAY, J., said the new Rules of Court had omitted the words "other relief or remedy," which were contained in the Rules of 1875, showing clearly that it was intended to restrict third-party procedure to cases of contribution and indemnity. The claim here was not for indemnity under any contract, but his lordship would be loath to say it was not a case of indemnity at all. No further evidence would be required to determine this question between the defendants than would be required between the plaintiff and defendants. The decision, however, in *Pontifex* v. *Foord* (32 W. R. 316, L. R. 12 Q. B. D. 152) went far to show that this was not a case of indemnity, and, though his lordship had a strong leaning in favour of having the case between the defendants determined at the trial of this action, he felt he could not disregard that case, and must refuse the application.—SOLICITORS, *Robert Jenkins; H. Montagu*.

JUDGES' CHAMBERS.*

QUEENS' BENCH DIVISION.

(Before FIELD, J.)

Feb. 18.—*Brocklehurst* v. *The Railway Printing and Publishing Company (Limited); Eldridge and Pearson, Claimants.*

Interpleader—Debenture secured upon goods of company—Bills of Sale Act, 1882, s. 17.

This was an interpleader summons, referred to the judge for decision.

The action was brought for the price of goods sold. Judgment had been signed for £28 and costs, and execution had issued. Notice was thereupon given to the sheriff of two claims to the goods, and he interpleaded. It appeared from the affidavits that the defendants had borrowed £1,500 by the issue of fifteen mortgage debentures, and that, to further secure the money so borrowed, they had assigned all their plant, machinery, stock-in-trade, &c., to J. Eldridge, as trustee for the debenture-holders. This assignment was registered as a bill of sale, but was not in the form required by the Bills of Sale Act, 1882. The two claimants were Eldridge and Pearson, who was one of the debenture-holders. The form of the debenture was an undertaking by the company to pay the bearer £100, subject to the conditions indorsed thereon. One of the conditions was as follows:—"The holders of the said debentures are entitled, *pari passu*, to the benefit of an indenture, dated August, 1883, and made between the company of the one part and A. Eldridge (a trustee for the debenture-holders) of the other part, whereby all the property and rights of the company, both present and future, are charged with the payment of the said debentures."

A. Cook, for the execution creditor.—It is admitted that the assignment under which Eldridge claims does not comply with the requirements of the Bills of Sale Act, 1882, and is, therefore, void if it comes within the operation of that Act. But it is said that it comes within section 17, which excepts debentures secured upon the capital stock of a company from the operation of the Act. This assignment, however, is not a debenture. It has been registered as a bill of sale. As to the claim of Pearson, who holds one of these debentures, it is submitted that they are not debentures secured upon the capital stock of the company. They do not themselves create any charge on the chattels of the company. The only thing that the holders have got by these debentures is such benefit as the assignment gives them. If the debenture itself conferred the title to the goods, or if it referred to a document that conferred a good title, it would be within the exception. But the only security it contains is the benefit of a certain deed, which deed, as against the execution creditor, is void.

Pollard, for the claimants.—The registration of the assignment as a bill of sale occurred through over-caution. It is in effect a debenture secured upon the capital stock of the company, and need not therefore be in the form required by the Act. But, at all events, the actual debentures are within the exception. By one of the conditions indorsed on them the holder is to be entitled to the benefit of an indenture whereby all the property of the company is charged with the payment of the debentures. The only question is whether those are debentures issued by an incorporated society and secured upon its property. The form in which the result is arrived at does not matter. The mere intervention of a trustee makes no difference. If an instrument is issued by a corporation charging their property with the payment of money which it borrows from the holder, no matter how the charge is created, that instrument is within the exception to the Bills of Sale Act. It is said that the instrument itself does not create a charge upon the property of the company; but the answer to that is that it need not itself create the charge. The words of the section are, "secured upon." If it is secured upon the property of the company *quâcunque viâ*, that is sufficient.

FIELD, J.—The point in this case is new, and is one of general importance. I offered to refer it to the court for decision; but, owing to the smallness of the amount involved, and for other reasons, I was asked to give judgment myself; and, as I entertain a clear opinion upon the question, I am willing to do so. The plaintiff having obtained judgment against the defendant company, the sheriff takes possession of a quantity of goods on the premises of the company. Then two claimants to these goods appear. The first is Eldridge, who claims the goods under a deed of assignment. The second is Pearson, who claims the goods under an instrument which he calls a debenture. Now the goods were originally unquestionably the defendants'. They could therefore only have become the property of Eldridge or of Pearson by some document passing the property in the goods to them. Eldridge claims under an assignment to him by the company, which has been registered as a bill of sale. One objection to it is that it does not comply with the provisions of the Bills of Sale Act, 1882, not being in the form required by that Act. Section 4 renders void all bills of sale that refer to the goods under a general description only, by providing that every bill of sale shall contain a schedule of the goods thereby conveyed, in order that a man who goes to the bill of sale registry office may be able to see whether any particular article is included in the bill of sale. There is no such schedule to this assignment, and it is, therefore, void under that section. It is also void under section 5, as it purports to pass after-acquired property. But, by section 17, "debentures issued by any mortgage, loan, or other incorporated company, and secured upon the capital stock or goods, chattels, and effects of such company," are excepted from the operation of the Act. Then, what is a debenture within the meaning of this section? The ordinary form is one by which a company undertakes to pay to holder a sum of money, and says that that shall be a charge on the company's property. It is difficult to say exactly what it is a charge upon. It cannot be intended to pass all the specific articles of property of the company to each debenture-holder. I think that all that such a debenture gives is, not a right to any specific property, but a right to come in *pari passu* with the other debenture-holders, who are, of course, a fluctuating body, and to claim the benefit of the security. In the case of *Gardner* v. *London, Chatham, and Dover Railway Company* (L. R. 2 Ch. 201) the form of debenture was that the company assigned to the plaintiff, his executors, administrators, and assigns, the general undertaking of the company, and all the tolls and sums of money arising out of it, and all the estate, right, title, and interest of the company in the same. It was held that the plaintiff had no title, under that debenture, to any rents or sale-moneys arising from superfluous lands of the company, or to the rolling stock and other goods and chattels of the company; but that he was entitled to have a receiver appointed as to the tolls, and to an account of what was due to him and to the other mortgagees who were entitled to rank *pari passu* with him on their debentures. As to the instrument under which Eldridge claims, that is not a debenture within this section, and is clearly a bill of sale, and, therefore, void for non-compliance with the Act. Then comes the instrument under which Pearson claims, and which, he says, is a debenture within the section, and is, therefore, excluded from the operation of the Act. Probably the reason that the debentures there described are excluded is because they do not pass any property. Certainly the debentures in this case do not, whatever may be the case when they are in the ordinary form. What the debentures in this case give is the benefit of an assignment. Further, these debentures are payable to bearer, and are, therefore, transferable by delivery. If they pass the property in the goods, no one could tell, at any given time, in whom the property was. By the instrument the holder is only to be entitled *pari passu* with the fourteen other holders—that is, each one is not entitled to the whole of the property, but only to come in with the others and take his share of whatever passes by the assignment. As far as I can judge this debenture passes no property whatever in the goods. All that Pearson has is the right to come in and take the benefit of a sale of these goods by Eldridge, who, as between grantor and grantee, is the owner of these goods under the assignment to him.

Claimants barred, with costs to execution creditor and sheriff.

Solicitors for the execution creditor, *G. J. Nutt & Co.*

Solicitors for the claimants, *Robins, Cameron, & Kennu*

Mar. 5.—*The Gloucestershire Banking Company* v. *Phillipps and another, Executors; Creagh, Third Party.*

Third-party directions—Action stayed upon payment into court by defendant—Subsequent judgment against third party—Married woman—Ord. 16, r. 52.

This was an application by the defendants for directions as to the trial of the question between them and the third party, or for judgment against the third party, under ord. 16, r. 52.

The action was brought against the defendants, as executors of C. B. Phillipps, upon a guarantee given by him to the plaintiff company for £300 and interest, in respect of Mrs. Creagh's banking account. The defendants served a third-party notice upon Mrs. Creagh, claiming to be indemnified by her against all liability under the said guarantee, on the ground that it was made and given at her request and for her accommodation; and Mrs. Creagh entered an appearance pursuant to the notice. The defendants then paid into court the sum of £291 10s., which sum the plaintiffs, on January 29, accepted in satisfaction of their claim. On February 5 this summons was taken out, and was heard on February 8 by Master Dodgson, who refused to make any order. On February 12 an order was made to stay the action, upon the ground of the plaintiffs' acceptance of the sums paid into court.

In support of the present appeal, one of the defendants had made an affidavit setting out the above facts, and stating that the third party had no defence to the claim of the defendants to be indemnified by her.

On behalf of the third party, it was contended that leave could not be given to sign judgment against a third party after an order had been made staying the action, and that, in any case, such leave could not be given where the third party was a married woman.

The cases of *Caister* v. *Chapman* (*ante*, p. 270) and *Flower* v. *Todd* (*ante*, p. 801) were referred to.

FIELD, J.—This case falls within the principle of *Flower* v. *Todd*. The third party has no defence to the defendants' claim to be indemnified; and I will make an order for judgment against her, limited as follows:—

Order, declaring that any separate estate of Catherine Hermione Brasier Creagh, the wife of Kilner Brasier Creagh, not subject to any restraint against anticipation to which the said C. H. B. Creagh, at the date of the guarantee of the 5th of July, 1882, in the affidavit of H. P. Phillipps, filed in this action on the day of mentioned, was, and to which at this present date she still is entitled, is chargeable with the payment to the defendants of the sum of £291 10s., and interest at the rate of four per cent. per annum from this date until payment. This court doth direct that an inquiry be had before one of the masters, whether the said C. H. B. Creagh at the date of such guarantee had, and whether she now has, any and what separate estate, and of what it consists, and from what it has arisen, and in whom the same is vested, and whether the same is charged or liable to the payment of any and what debts or charges, and whether the sum is free from restraint on anticipation. And that the said defendants be at liberty to apply at chambers

* Reported by A. H. BITTLESTON, Esq., Barrister-at-Law.

for such further order as upon the master's certificate they may be entitled to.

Mar. 6.—*Macdonald* v. *Autelme, Paterson, & Co.*

Ascertaining damages, in default of appearance—Order for inquiry before master—Giving evidence of witnesses abroad by affidavit—Ord. 13, r. 5; ord. 36, r. 57; ord. 37, r. 1.

This was an appeal from the refusal of a master to order that the amount of damages should be ascertained by a master instead of by a writ of inquiry, and that the evidence of two of the plaintiff's witnesses should be given by affidavits.

The action was brought to recover damages for breach of a charter-party. Judgment had been signed in default of appearance. The breach in question was for delay in loading a vessel at Newcastle, New South Wales. The amount claimed was about £8 per day for sixteen days, and incidental expenses.

Winch, for the plaintiff.—As the amount claimed is small, it is desired to have the inquiry before a master, in order to save expense. The master thought that the amount of damages sought to be recovered were not substantially a matter of calculation within ord. 36, r. 57; but this application is made under the last words of ord. 13, r. 5, which are quite general. The two witnesses whose evidence it is sought to give by affidavit reside at Newcastle, and were acting for the plaintiff in this matter. By ord. 37, r. 1, a judge may order any part of the evidence to be by affidavit.

The defendants did not appear.

Field, J., ordered that the amount of the damages should be ascertained by a master, and that the evidence of the witnesses at Newcastle, New South Wales, should be given by affidavit.

Solicitors for the plaintiff, *R. Miller, Wiggins, & Naylor.*

Mar. 7.—*O'Meara* v. *Stone and another.*

Interrogatories—Leave to deliver—Action for negligence—Particulars—Ord. 31, r. 1.

This was an appeal from the refusal of a master to give the defendants leave to interrogate.

The action was brought to recover damages for personal injuries occasioned to the plaintiff by the negligent driving of the defendant's servant. The statement of defence denied the negligence and alleged contributory negligence.

L. G. Pike, for the defendants.—It is desired to interrogate the plaintiff as to what the negligence is that he alleges, and what the damages are.

W. A. Attenborough, for the plaintiff.

Field, J.—The defendants can obtain all the information that they are asking for by means of particulars.

Appeal dismissed; costs, plaintiff's in any event.

Solicitors for the plaintiff, *Saxelby & Faulkner.*

Solicitor for the defendants, *Geo. Walker.*

CASES OF THE WEEK.

Solicitor—Costs—Taxation—Negligence—Power of Taxing Master.—In a case of *In re Massey and Carey*, before the Court of Appeal on the 6th inst., a question of considerable importance to solicitors arose, with regard to the power of a taxing master, in taxing the costs of an action, to disallow items, on the ground that the proceedings in respect of which they are charged have been rendered necessary only by reason of the negligence or mistake of the solicitor who has made the charges. In the present case the defendant to an action, who was himself a solicitor, employed other solicitors (as the court held) to act as his solicitors in the action. The plaintiff having delivered a reply to the defendant's statement of defence, these solicitors sent it to the defendant. He said nothing to them and they made no suggestion to him, and, as a matter of fact, no rejoinder to the reply was delivered within the time limited by the rules for that purpose. After the expiration of that time counsel advised that it was desirable for the interests of the defendant that a rejoinder should be delivered. Application was then made to the court for leave to deliver a rejoinder, notwithstanding the expiration of the time, and this leave was granted upon the terms of the defendant paying the plaintiff's costs of the application. These costs were paid by the defendant's solicitors. The defendant afterwards applied by motion *ex parte* to the Lancaster Chancery Court for the common order for the delivery and taxation, as between solicitor and client, of the bill of costs of his solicitors in relation to the action. This order having been made, the bill was delivered, and was taxed by the district registrar. Among other items, the bill contained charges for the costs of the proceedings to obtain the leave to deliver the rejoinder, both the defendant's own costs and the costs paid to the plaintiff. The registrar disallowed all these items, and his decision was confirmed by Bristowe, V.C., and afterwards by the Court of Appeal (Cotton, Bowen, and Fry, L.JJ.). In support of the appeal it was contended that the registrar had no jurisdiction to go into the question of negligence, and also that the defendant had really taken the matter into his own hands, and the negligence was his, not that of the solicitors. Cotton, L.J., said that the case must be treated on the footing of a taxation between solicitor and client. The *ex parte* order was obtained by the defendant on an allegation that the solicitors had acted as his solicitors, and they did not apply, as they might have done, to discharge the order, if that allegation were not true. His lordship was of opinion that the taxing master was right in disallowing the costs of the proceedings to obtain the leave to deliver a rejoinder. Those proceedings were necessary only for the purpose of curing the effect of the solicitors having allowed the proper time for delivering a rejoinder to expire; they were not necessary to the due conduct of the action in the discharge of the solicitors' duty. The proceedings were necessary in order to get rid of a slip of their own, not to the conduct of the action in the regular way on behalf of their client. It was said that the taxing master had no jurisdiction to disallow charges on the ground of negligence, unless the circumstances were such that an action for negligence could have been maintained by the client against the solicitor. His lordship was of opinion that the question was not the same as that which would arise in an action for negligence. The question was whether costs ought to be allowed which were only referable to the amending a slip made by the solicitor. Their lordships had made inquiries of the taxing masters, both of the Chancery and the Common Law Divisions, as to what had been their practice in such matters. Undoubtedly the taxing masters in the Chancery Division were more liberal in entertaining objections on the ground of negligence, perhaps because the order for taxation in the Chancery Division directed payment on taxation, while the order at common law was only for a stay of proceedings on payment. Probably at common law, if the objection was that the whole action had failed by reason of the negligence of the solicitor, that would be considered a question proper to be decided, not by the master, but in an action by the client for negligence. Probably that would not be so in the Chancery Division, if, at an early stage of the action, the solicitor had had in his hands some document which showed that his client had no case. It was not necessary to decide this now, for both at common law and in chancery the taxing master would entertain the objection that a certain step in the action would not have been necessary if the solicitor had done his duty at the proper time. No doubt in *Matchett* v. *Parkes* (9 M. & W. 716), Parke, B., said, "The master had certainly no authority to entertain the question of negligence; that is a matter for the consideration of a jury." But these remarks must be taken in connection with the facts of the case then before the court, and there the whole action had been rendered useless to the client by the negligence of the solicitor. In the present case his lordship was of opinion that the registrar was right in disallowing the items in question. As to the other point, the *onus* was on the solicitors to show that the defendant had taken on himself the duty of advising them what steps should be taken in the action, and they had failed to prove this. The only evidence was that, in the bill of costs, which they had delivered, and which the defendant had accepted, they had made only agency charges. But that was quite consistent with their acting as his solicitors. It might well be that, as against him, they had agreed to claim only the amount of agency charges. Bowen, L.J., was of the same opinion. He understood that the court intended to decide this—that the taxing master, when taxing a bill of costs relating to the proceedings in an action, was not bound to allow items for proceedings which were apparently unnecessary, and which could only become proper if it was shown that they were caused by the act of the client, not by the act of the solicitor. The taxing master found some charges which would not have been necessary, assuming that the action had been conducted in the ordinary way. *Prima facie* he had a right to disallow these items. If the solicitors said the reason for making those charges was that the client took on himself the burden of that particular step in the action, his lordship thought that the taxing master had a right to investigate the matter. It was true that in the Common Law Division the taxing master was not the proper person to decide on questions of negligence in all cases; if, for instance, the question went to the root of the whole action, or of a particular part of it. But his lordship thought the taxing master was the proper person to decide a question with regard to the taking, or not taking, a particular step in the action. If this were not so, the result would be that, if there was a question as to the propriety of a particular step in an action, as to which no human being was better fitted to decide than the taxing master, the client would have to pay the charge, and then bring an action to recover it from the solicitor. In *Cliffe* v. *Prosser* (2 Dowl. 21), an attorney had been instructed by his client to commence an action, and he commenced an action, but not in the proper form. Consequently, he had to discontinue the action, and commence a fresh one in another form, and it was held that the master had power to disallow the costs of the first action. The court did that which the master ought to have done. This showed that the master had jurisdiction. Fry, L.J., said that to his mind it was perfectly clear that the taxing master had power to determine what items of charge were proper, and what improper, and to disallow those which were improper. It was equally clear that no item was proper which was due to the negligence or the ignorance of the solicitor. The only inquiry, therefore, was this—Were the items now in dispute proper, or had they arisen from the negligence of the solicitors? Who was responsible for the negligence or non-feasance in not putting in the rejoinder at the proper time? The solicitors had failed to show that the defendant had assumed the duty of taking that step, and therefore they remained responsible. His lordship thought that this decision was in exact accordance with that of Lord Langdale, M.R., in *In re Bolton* (9 Beav. 272). [This decision seems to be inconsistent with that of Sir R. Phillimore in *The Papa de Rossie* (L. R. 3 P. D. 160)].—Solicitors, *Massey & Carey*, Liverpool; *A. S. Mather*, Liverpool.

Will—Execution—Proof by Attesting Witness—Want of Recollection.—In a case of *Wright* v. *Sanderson*, before the Court of Appeal on the

27th ult., a question of great importance arose with regard to the execution of wills—viz., whether, when a will is *ex facie* duly executed, probate ought to be refused, in a case where there is no suggestion of fraud, merely because the persons whose names appear as attesting witnesses cannot, when examined, recollect either having seen the testator sign the document, or that his signature was there before they signed, and did not know the nature of the document which they were signing. This action was brought to determine the validity of the execution of a codicil. The testator had executed a will in 1868. This will was drawn for him by a solicitor, and was duly attested by him and one of his clerks, both at the end, after an attestation clause in the ordinary form, and also at the foot of each of the preceding sheets, which were all signed, in the right corner by the testator, and in the left corner by the witnesses; the word "witness" preceding the signature of the witnesses. In 1878 he prepared and wrote a holograph codicil, commencing on the lower half of the same sheet of paper on which was the signature and attestation to the will, and carried over to, and ending upon, the fly or blank sheet which followed it. He copied the attestation clause of the will on the left side of the concluding page, opposite the place for his own signature, with the substitution of the words "as and to be a codicil to his last will and testament" for "as and to be his last will," &c., and with the addition, after the words "have hereunto subscribed our names as witnesses," of the date, "this twenty-fifth day of July, one thousand eight hundred and seventy-eight." He also wrote the word "witness" at the foot and in the left corner of the preceding page. This codicil, as propounded for probate, bore the signature of the testator, with the date, 25th of July, 1878, below it, in the usual place, to the right of the attestation clause, corresponding with the place of the final signature to the will; and immediately below the attestation clause were the signatures of the two witnesses, also in the usual place, like the signatures of the attesting witnesses to the will. At the foot of the preceding page there was also (in the right corner) the signature of the testator; and, in the left corner, immediately after the word "witness," were the signatures of the same two attesting witnesses. The attesting witnesses were the nursery governess and the nurse who were in the testator's employment. There was no doubt as to the genuineness of their signatures, and they both, when examined, remembered signing their names, at the request of the testator, on the day on which the codicil bore date, but neither of them could recollect seeing the testator write his name, or that his signature was on the document before they signed their names. The governess stated that she on principle abstained from looking at the writing on the paper which she signed, just as she would have abstained from looking at a letter. The nurse, according to her own account, was in a very nervous and flurried state when she wrote her name. Each of the witnesses said that she did not know the nature of the document which she was signing. Hannen, P., admitted the codicil to probate, and his decision was affirmed by the Court of Appeal (Lord Selborne, C., and Cotton and Fry, L.JJ.) Lord Selborne, C., said that of the genuineness of the signatures, both of the testator and of the witnesses, there was no question, nor could there, in his opinion, be any question, either as to the intention of the testator to make a valid and effectual codicil to his will, or of his knowledge (though he was not a lawyer) of what was legally necessary for that purpose. The indubitable facts of the case, including all that appeared *ex facie* of the instrument, were, therefore (as far as they went), in favour of the codicil; and he could not think that the presumptions in its favour (so far as presumptions ought to have weight) were appreciably less than they were in the cases of *Lloyd* v. *Roberts* (12 Moore, 158), *Blake* v. *Knight* (3 Curt. 547), *Cooper* v. *Bockett* (3 Curt. 649, 4 Moore, 419), *Leech* v. *Bates* (6 Notes of Cases, 704), and *Burgoyne* v. *Showler* (1 Rob. 12, 13), also in *Gwillim* v. *Gwillim*, decided by Sir C. Cresswell in 1859; as to which case his lordship agreed with what was said by Jessel, M.R., in *Blake* v. *Blake* (L. R. 7 P. D. 102), and did not regard its authority as shaken. "The first point to consider is [said Sir Herbert Jenner Fust in *Blake* v. *Knight* (2 Curt. 561)], is it absolutely necessary to have positive affirmative testimony by the subscribed witnesses that the will was actually signed in their presence, or actually acknowledged in their presence? Is it absolutely necessary, under all circumstances, that the witnesses should concur in stating that these facts took place? Or is it absolutely necessary, where the witnesses will not swear positively, that the court should pronounce against the validity of the will? I think these are not absolute requisites to the validity of a will. I think the court must take into consideration all the circumstances of the case, and judge from them collectively whether there was not at least an acknowledgment of a signature already existing on the face of the will at the time of attestation." Then, after referring to the evidence in that case, he observed that the testator "must have known how to give validity to a testamentary paper in the year 1838. No doubt the memory of the witnesses failed them with reference to circumstances happening nearly four years ago. The court cannot safely trust to the memory of witnesses under such circumstances; it must attend to the facts of the case, and say whether it is satisfied that the name of the deceased was written to the will when the witnesses signed it; whether it was signed in their presence or signed beforehand and acknowledged in their presence." In *Cooper* v. *Bockett* the evidence was given within only a few months of the attestation, but the same judge, on the same principles, disregarded it, saying, "Where the *res gestæ* do not confirm the impressions of the witnesses, the court must look at the circumstances of the case, as it is always at liberty to do." That decision was confirmed by the Privy Council, and among the circumstances which the Committee thought entitled to weight was the balance of reasonable probability. The reasons stated by Dr. Lushington for the decision of the Judicial Committee in *Lloyd* v. *Roberts* (12 Moore, 165) proceeded upon the same principles, and upon the presumption in favour of the due execution of a holograph will on the face of which everything was regular, and where there was no question of fraud. In the present case (as in others of the same kind) there was neither any suspicion of fraud nor any ground for calling in question the integrity of the witnesses. They gave their evidence between four and five years after the date of the transaction, a distance of time after which (as in *Blake* v. *Knight*) it might reasonably be expected that their recollection would be imperfect. Upon the evidence his lordship could not hesitate to come to the conclusion that the name of the testator had certainly been signed to the codicil in both the places in which it now appeared before either of the two witnesses (who unquestionably signed in his presence, and in the presence of each other) attested either of those signatures. The testator's signature, if there at the time, was patent and obvious; not only it might have been seen, but (unless the witnesses had purposely abstained from looking) it must have been seen by them in both places. It was not hidden, or folded, or covered up in any way; and the date, "July 25, 1878" (which was admitted to have been the actual date of the attestation), appeared, both below the principal signature of the testator and at the end of the attestation clause in his handwriting. It was impossible, in his lordship's opinion, to doubt that both the witnesses knew they were asked to witness, and were witnessing, something, though the testator only asked them to "sign," and might not have uttered the word "attest" or "witness," or said that the paper was his will or a codicil to his will. If they did not look at the attestation clause, the word "witness" immediately preceding their signatures on the preceding page could not have been invisible to them. It was plain that all the difficulty in this case had arisen from the excessive scrupulousness of the one witness about using her eyes at all upon such an occasion, and from the nervous preoccupation of the other, who doubted her ability to sign her own name, and could not remember having seen any writing whatever upon the paper. His lordship agreed with Hannen, P., that by far the most probable and reasonable conclusion was that the testator, when he placed the codicil upon the table, then and there signed it with the pen which he held in his hand. For what other purpose should he have carried his own pen with him through the house into a room where he must have known there would be pens as well as ink? The witnesses said that they did not see him write, but it was clear that they did not take much notice of what he did when the paper was first laid on the table, and if he signed in their presence that would be enough. His lordship did not, under the circumstances, think it necessary to say anything about the alternative case of acknowledgment, which Hannen, P., considered not to arise. If it had been necessary to do so, he should have desired carefully to consider the effect of such authorities as *Keigwin* v. *Keigwin* (3 Curt. 607), *Leech* v. *Bates*, *In re Bosanquet* (2 Rob. 577), *Jones* v. *Jones* (1 Deane & Sw. 3), and *Gwillim* v. *Gwillim* (3 Sw. & T. 201). The principle which Dr. Lushington, in *Burgoyne* v. *Showler* (1 Rob. 12), said was that on which Sir H. Jenner Fust always acted, in the absence of sufficient recollection on the part of the witnesses, was, that he would presume the will to be duly executed. Cotton, L.J., and Fry, L.J., concurred.—Solicitors, *Cunliffe, Beaumont, & Davenport; Brooks, Jenkins, & Co.*

Receiver—Creditor's Administration Action—Executors not admitting Assets—Judicature Act, 1873, s. 25, sub-sections 8, 11.—In a case of *Philips* v. *Jones*, before the Court of Appeal on the 6th inst., a question arose as to the appointment of a receiver. The action was brought by a creditor for the administration of an estate. The only ground alleged for asking for a receiver was, that the executors did not admit assets, and that they would be entitled, according to the settled rule in equity, before judgment in the action, to pay in full any creditor whom they might choose to prefer. Reliance was placed on the power given to the court by sub-section 8 of section 25 of the Judicature Act, 1873, to appoint a receiver by an interlocutory order "in all cases in which it shall appear to the court to be just or convenient that such order should be made," and on an observation made by Jessel, M.R., in *European Assurance Society* v. *Radcliffe* (26 W.R. 417, L. R. 7 Ch. D. 733), in which case, when deciding that the old rule in equity, that an executor is entitled, at any time before a decree is made in an administration suit of which he has notice, to pay a creditor in full, still remained in force, he added, "the only way to prevent such payments being made is by the plaintiff, upon issuing the writ, immediately applying for and obtaining a receiver." Bristowe, V.C., declined to appoint a receiver, and the Court of Appeal (Cotton, Bowen, and Fry, L.JJ.) affirmed his decision. The Court said that sub-section 8 of section 25 of the Judicature Act only gave the court power to appoint a receiver in aid of existing rights. The words "just and convenient" must be construed with reference to the existing law of the country. To accede to the present application would amount to a reversal of the decision of the House of Lords in *Darston* v. *Lord Orford* (Prec. in Ch. 188, Colles, 229), which established the right of an executor to pay a creditor in full, after the institution of a suit to administer the testator's estate, but before decree. The observations of Jessel, M.R., in *European Assurance Society* v. *Radcliffe*, were only *dicta*, not necessary to his decision in that case; if they were intended to be a decision that in any creditor's administration action, without making any special case, merely because that executor would not admit assets, a receiver would be appointed, they were inconsistent with the course of authority.—Solicitors, *Gill & Archer*, Liverpool; *H. Forshaw & Hawkins*, Liverpool.

Will—Executed or Executory Gift—Bequest of Contents of House—Jewellery at Bankers—Direction to pay Legacy Duty—Specific Legacies.—In the case of *In re E. M. Johnston, deceased, Cockerell* v. *The Earl of Essex*, before Chitty, J., on the 29th ult. and 10th inst., several questions

of construction arose upon the will of the testatrix, Miss E. M. Johnston. It appeared that the testatrix and the late Catherine, Dowager Countess of Essex, being niece and aunt, had for many years lived together in a house in Belgrave-square. In 1874 the two ladies, who were both at that time advanced in years, executed wills of even date in each other's favour. By that of the Countess of Essex, Miss Johnston received the whole of the countess's property absolutely, comprising the house in Belgrave-square, and valuable plate, paintings, statuary, and china therein, which, together with the house, had been bequeathed to the countess by her deceased husband. The Countess of Essex died in February, 1882. In the following March Miss Johnston made a codicil to her will, which, so far as is material, was as follows:—"I bequeath to the sixth Earl of Essex and his successors all my plate. I also give, devise, and bequeath my leasehold or other residence in Belgrave-square and the lease thereof to the said Earl of Essex, and to his successors, and to be enjoyed with and to go with the title. And as to all the household furniture, paintings, pictures, books, china, and the whole contents of my said house, I bequeath the same to my trustees and executors upon trust that they do and shall, in the first place, select and set aside a collection of the best paintings, statuary, and china for the said Earl of Essex and his successors, to be held and settled as heirlooms and to go with the title, and I authorize them to give to the said Earl of Essex or his successors any articles of furniture if they shall think fit, and as to all the rest or residue of the contents of my said house upon trust for my trustees and executors to select presents for any of my late aunt Catherine, Countess of Essex, and my own friends, and to present them as a remembrance of us; and I direct my trustees to present any portion of the residue of the contents of my said house to my cousins if they shall think fit, or to sell the same, and the money so received to form part of my residuary personal estate." The testatrix also directed "all the legacies left by my will to be paid free of legacy duty." In December, 1882, Miss Johnston died. Questions arose whether the gift of the plate, house, and other chattels in favour of the earl and his successors, &c., was an executed trust in favour of the sixth earl absolutely, or whether it was an executory trust, and if the latter, whether the bequests should be assured to the sixth earl for life, with remainder to the next successor to the title absolutely, or should be assured as nearly as possible with the devolution of the title within the extreme limits of the rule of perpetuities. It also appeared that part of the property of Miss Johnston which had come to her under the will of the late Countess of Essex consisted of a box, containing valuable jewellery, being the countess's personal ornaments. This box was, during the countess's life-time, usually kept at her bankers, but on the day of the countess's death was delivered by them to Miss Johnston, at Belgrave-square, by that lady's order. Miss Johnston, in October, 1882, left London and then returned the box to the bankers, and it remained with them till her death, The question arose whether the box of jewellery was comprised in the gift of the contents of the house in Belgrave-square, and whether the trustees would be justified in selecting from the jewellery presents for the friends of the countess and Miss Johnston. The question further arose whether the direction to pay legacy duty applied to the payment of duty on the plate, &c., and the case of *Ansley* v. *Cotton* (16 L. J. Ch. 55) was cited in support of the contention that such a direction was applicable to legacies which were not monetary. CHITTY, J., said that, with regard to the box of jewellery, he must hold upon the facts that it passed by the will among the contents of the house. The locality of the box could, without error, have been given as Belgrave-square, for the box had been placed at the bankers merely for safe custody, in accordance with a custom which might be said to be usual with many persons, who, when leaving London, or when they did not require their valuables for actual use, placed them with their bankers for safety. It was true that the descriptive words in the codicil did not specify jewellery, but the articles of jewellery appeared to be peculiarly appropriate for selection of the mementos directed by the testatrix. It was, moreover, to be borne in mind that at the date of the codicil, and indeed for some time before and after that date, the box was in the house in the possession of the testatrix, and was returned by her when she left town. Upon her return to town she was in her last illness, and very shortly afterwards died, otherwise she might have again ordered the box to be returned to Belgrave-square. The court must, therefore, hold that the box was part of the contents of the house in Belgrave-square, out of which the trustees and executors could, at their discretion, select the presents or friends. If they liked, they could select the relations of Miss Johnston who were the residuary legatees under her will as the friends to be benefited by the selection. If other persons were selected, the residuary legatees would be entitled to the articles of jewellery remaining undisposed of. With reference to the question arising under the direction to pay legacy duty, he held that such a direction comprised the non-monetary legacies. For the term "paid" could not be allowed to cut down the generality of the terms "all the legacies," and by the use of that expression it was clear that the testatrix had wished every legatee to have the benefit of the direction. With regard to the interpretation to be put upon the bequests to the Earl of Essex and his successors, his lordship reserved judgment.

On the 10th inst., judgment was delivered by Chitty, J., upon the following bequests by the testatrix, in the action:—"I bequeath to the sixth Earl of Essex and to his successors all my plate. I also give, devise, and bequeath my leasehold or other residence in Belgrave-square and the lease thereof to the said Earl of Essex and to his successors, and to be enjoyed with and go with the title. And as to all the household furniture, paintings, pictures, books, china, and the whole contents of my said house, I bequeath the same to my trustees and executors upon trust that they do and shall, in the first place, select and set aside a collection of the best paintings, statuary, and china for the said Earl of Essex and his successors, to be held and settled as heirlooms and to go with the title, and I authorize them to give to the said Earl of Essex or his successors any articles of furniture if they shall think fit." CHITTY, J., said that the first point for decision was whether the bequests should be construed separately or whether they ought to be taken together, so that the same meaning might be attributed to one and to all. The rule on this point was stated in Jarman on Wills (vol. 2, 4th ed., p. 843) to be that several independent devises not grammatically connected or united by the expression of a common purpose must be construed separately and without relation to each other, although it might be conjectured from similarity, or relationship, or other such circumstances that the testator had the same intention in regard to both. There must be an apparent design to connect them. His lordship having examined the authorities was satisfied that the rule was as stated. In the case before him it was to be observed that the gifts were each in a separate and independent clause, and that, with respect to each, the testatrix had employed different language. The gifts, moreover, could be plainly distinguished by being divided into two classes—into direct gifts as regarded the plate and house, and into an executory gift as regarded the collection of heirlooms. He, therefore, had arrived at the conclusion that each gift was to be interpreted separately. With respect to the gift of the plate, holding this to be a direct gift, it was in accordance with the authorities to hold that the gift to the earl and to his successors was a gift to the earl absolutely, the words "and to his successors" being words of limitation and not of purchase (*Tyrone* v. *Lord Waterford*, 1 D. F. & J. 613). With respect to the gift of the house in Belgrave-square, the same language was used as in that of the plate, with the addition of the words, "and to be enjoyed with and to go with the title." These additional words, however, were not sufficient to create an executory trust or any executed trust or binding obligation affecting the named donee, or to cut down his interest to a simple life estate (*Shelley* v. *Shelley*, 16 W. R. 1036, L. R. 6 Eq. 540; *Lord Exmouth* v. *Praed*, 31 W. R. 545, L. R. 23 Ch. D. 158). The additional words were not qualified by the usual and necessary phrase, "so far as the rules of law and equity permit." Therefore, if construed as a direct gift or as an executed trust in favour of the persons taking the title successively, the gift would have to be held void as being an attempt to create a perpetuity. The authorities, however, and especially that of *Montagu* v. *Lord Inchiquin* (23 W. R. 592), went to show that in a case like the present the named donee was absolutely entitled. With respect to the gift of the statuary, paintings, and china, this was clearly a gift to trustees with a direction to settle. It was an executory gift with the objects ascertained. Notwithstanding some expressions of Lord Brougham in *Tollemache* v. *Coventry* (2 Cl. & F. 611), it was clear from other authorities that a settlement might be made of chattels to accompany (within the limits allowed by law) the devolution of a dignity. In a direction to settle, the omission of the qualifying phrase, "so far as the rules of law and equity permit," was immaterial, for, in making a settlement, the court would so frame the limitations as not to infringe the rule of perpetuities. A settlement of this bequest would, therefore, be directed. Although all possible parties included in such a settlement were not then before him, he had been asked to give an indication of his opinion as to the frame of the settlement. Without giving any binding opinion, his view was that the first limitation would be to the present earl for life, with remainder for life to Lord Capell (the heir presumptive to the title) if he should survive the earl, and as Lord Capell had no son living at the death of the testatrix, with remainder absolutely to such one, if any, of Lord Capell's male issue as should next succeed to the earldom. There should also be an alternative concurrent trust in favour of collaterals. With respect to the gift of furniture, it might be added that this was not made subject to any direction to settle. It was a power to the trustees to give absolutely. The trustees would, probably, at once proceed to exercise their power in favour of the present earl. During his lifetime they could present no portion of the furniture to Lord Capell. Any portion of the furniture not disposed of by the trustees would fall into the residue. In accordance with the usual rule, the costs of the action must come out of the residuary estate.—SOLICITORS, *C. E. Baker; Fladgate, Smith, & Fladgate; J. Hassard; Roopers & Whateley.*

TRADE-MARK—ABANDONMENT—ACQUIESCENCE—TRADE-MARKS REGISTRATION ACTS, 1875—1877.—In the case of *Monson & Co.* v. *Boehm*, before Chitty, J., on the 10th inst., questions arose as to abandonment and acquiescence as affecting the rights of an owner of a non-registered mark. It appeared that the plaintiffs and defendant were large manufacturers and exporters of soap, carrying on business at Frankfort, with agencies in this country. The plaintiffs' case was that in 1880 they devised a special trade-mark for soaps of their manufacture, to be especially used for marking soaps of their manufacture for shipment to the English Colonies, being the figure of a kangaroo, with the words, "The Colonial." On the 4th of August they registered this device under the Trade-Marks Acts. In June, 1882, they brought an action for an injunction restraining the defendant from infringing this mark, alleging acts of infringement shortly before commencement of the action. In July, 1882, the defendant applied for registration of a mark for soap precisely similar to that of the plaintiffs. The defendant alleged that the plaintiffs' mark was an imitation of one previously designed and used by him so far back as 1874. To this the plaintiffs replied that the defendant had abandoned the use of such mark, and with it his right to register. This the defendant denied, and sought, not only to have the mark registered as his, but also to have that of the plaintiffs' expunged from the register. CHITTY, J., said the result of the evidence was that Boehm had in 1874 made considerable use of the mark, but that in 1876 the sales

of his soaps with the mark had fallen off and become comparatively small, and, indeed, had disappeared to such an extent that Boehm, who was the owner of a vast number of marks for soap, &c., admitted that he had forgotten the mark. But to constitute abandonment an intention to abandon must be shown. Mere non-user of a trade-mark could no more be said to constitute abandonment than the mere non-user of a right to foul a stream belonging to a mill as an easement could be said to constitute an abandonment of the easement. In such a case, however, if the mill were pulled down, or even in ruins, such an intention might possibly be inferred: *Crossley* v. *Lightowler* (15 W. R. 801, L. R. 2 Ch. 478). Boehm, however, had neither broken up his moulds nor erased this trade-mark from his books and lists. On the contrary, he had continued to issue the mark in the trade-lists of his firm. It was also to be borne in mind that Boehm's business as a soap manufacturer and exporter was being carried on as usual during the period during which it was alleged that abandonment took place. Furthermore, the mere fact of non-registration could not be taken as helping to show any intention to abandon, for registration of a trade-mark was like the registration of a copyright, simply a condition precedent to suing. He must, therefore, hold, upon the facts, that Boehm had shown no intention of abandonment. Nor could Boehm be said to have acquiesced in the use of the mark by Monson & Co., for it had not been proved that he had knowledge of its being used by them. If, however, such knowledge had been proved, it would have been a complete answer to Boehm's claim to registration. He held that Boehm was entitled to register the mark as his. However, he was not entitled, after this interval of time, to have Monson & Co.'s mark expunged from the register. Both marks might appear on the register, as it had been held that there was nothing to prevent precisely identical marks from being registered by different persons in respect of the same class of article: *In re Powell* (Sebastian's Digest of Trade-marks Cases, p. 357). As neither party had been completely successful they would each bear their own costs.—SOLICITORS, *Emanuel & Simmonds; Munns & Longden.*

PRACTICE—INJUNCTION—RAILWAY COMPANY—WRONGFUL POSSESSION.—In the case of *Dixon* v. *The Eastern and Midland Railway Company*, before Chitty, J., on the 8th inst., it appears that the defendants were, under an amalgamation Act, the representatives of the Yarmouth and Norfolk (Light) Railway Company, and that the latter company had, in 1879, under an arrangement with the tenant for life, the nature of which did not appear, taken possession of, and never paid for, lands which, on the death of the tenant for life in 1883, became the property of the plaintiffs. On these lands the company had raised an embankment and laid their railway, and had been, and still were, running trains thereon. The plaintiff being unable to regain possession of, or obtain any payment for, the land, brought an action for an injunction to restrain the defendants from running their trains over the land or continuing in possession. The defendants had appeared, but, the plaintiff having delivered his statement of claim, delivered no statement of defence. The plaintiff accordingly moved for judgment in default of pleading. CHITTY, J., having been referred to *Stretton* v. *The Great Western and Brentford Railway Company* (18 W. R. 1078, L. R. 5 Ch. 751), said that the relief asked for must be said to be in accordance with the established practice, and, therefore, granted the injunction claimed.—SOLICITORS, *Blake & Hazeldine.*

POLICY OF LIFE ASSURANCE — PROVISO MAKING VOID IN EVENT OF SUICIDE OF ASSURED—RESERVATION IN FAVOUR OF ASSIGNEE FOR VALUE—DEPOSIT OF POLICY AS COLLATERAL SECURITY—RIGHT OF INSURER TO HAVE SECURITIES MARSHALLED.—In a case of *The City Bank* v. *The Sovereign Life Assurance Company*, before Pearson, J., on the 3rd inst., a question arose as to the right of a mortgagee of a policy of life assurance, which contained a clause making it void in the event of the death of the assured by his own hand, but reserved the right of an assignee for value, the assured having committed suicide. The clause in question provided that, in case the assured should die by his own hands, the policy should become void; but, in case the beneficial interest therein had been vested in any other person, the policy should remain valid to the extent of the interest of such other person. The assured assigned the policy to his bankers as a collateral security for advances made to his firm. He afterwards committed suicide, and at the time of his death the debt to the bankers was either equal to, or exceeded, the amount secured by the policy. The bankers claimed to be paid the whole amount of the policy; the insurance company insisted that the bankers ought to resort to their other securities first, or that, at least, all the securities should contribute rateably to the payment of the debt. It was contended that, the policy being made altogether void in the event of the suicide of the assured, and there being then a new contract that it should remain valid to the extent of the interest of the assignee, all that was meant was that the assignee should suffer no loss, and that, if his other securities were sufficient, or partly sufficient, there was no intention to confer an indirect benefit on the estate of the assured. In this respect, it was said, the case differed from *Solicitors' Assurance Company* v. *Lamb* (2 De G. F. & J. 251, 1 H. & M. 716), because there the clause in the policy did not make it void, *in toto*, in the event of the death of the assured by suicide, but provided that, in that event, it should "become void, except to the extent of any interest acquired therein by actual assignment by deed for valuable consideration, or as security or indemnity, or by virtue of any legal or equitable lien as security for money." PEARSON, J., held that the distinction suggested was unfounded, and that the proviso in the present case was, in effect, identical with that in *Solicitors' Assurance Company* v. *Lamb*, and that the decision in that case applied. Consequently, the insurance company were not entitled to insist on any marshalling of the securities, or any contribution between them, but the bankers were entitled to the proceeds of the policy to the extent necessary to pay their debt.—SOLICITORS, *Baileys, Shaw, & Gillett; Campbell, Reeves, & Hooper.*

SOLICITORS' CASES.

(Sittings in Bankruptcy before Mr. REGISTRAR HAZLITT.)

March 7.—*In re Parker and Parker.*

Munton applied that an early day might be appointed for the hearing of a petition for adjudication presented in this case; and he also asked for the appointment of the official receiver as *interim* receiver of the property of the debtors.

The petitioning creditor, Mr. R. W. Caldwell, is described as of Gloucester-place West, late a lieutenant in her Majesty's Army, and the debtors, Messrs. Frederick Searle Parker and William Searle Parker, are solicitors, carrying on a very extensive business at 17, Bedford-row.

In support of the application, an affidavit made by the managing clerk to the petitioning creditor's solicitor was read. It appeared that this morning he attended at the office of the debtors, and saw Mr. Goddard, one of the chief clerks. In answer to his inquiries, Mr. Goddard informed him that there were no title-deeds or other securities representing investments of the amount (£10,000) claimed by the petitioning creditor; that no such securities had been effected; and that the money was paid by the debtors into their ordinary banking account, and applied to their own use. Mr. Goddard also informed him that the debtors had been absent from their place of business in Bedford-row since the 22nd of February, and there was no clue to their whereabouts; and the deponent believed, from the inquiries he had made, that they had absconded. The debtors possessed considerable property at 17, Bedford-row, and Mr. F. Searle Parker had also assets at Courtfield-gardens, South Kensington, and at Dane-end, Ware; and there was also property belonging to Mr. W. Searle Parker at White Lodge, Cockfosters, Enfield. It became necessary, in the interests of the creditors, that an *interim* receiver should be appointed. The deponent also stated that he was aware some of the property was in the nominal possession of a receiver appointed in the action of *Parker* v. *Parker*, now proceeding in the Chancery Division of the High Court, but that action dealt only with disputes between the debtors themselves, and the interests of the general creditors were in no way protected by the receivership.

Mr. REGISTRAR HAZLITT.—You do not know where the debtors are?

Munton.—We say they have run away from their business, but where they are we do not know. There is, however, the strongest possible evidence of the commission of an act of bankruptcy.

Mr. REGISTRAR HAZLITT asked whether there was anything to show that the debtors had not gone on an excursion. They might not have absconded.

Munton said there could be no reasonable doubt as to the absconding.

Mr. REGISTRAR HAZLITT said that in the first instance an *interim* receiver would be appointed, and the order must specify the property of which he was required to take possession. A day would then be given for the hearing of the petition.

A receiving order was made, and the hearing of the petition was appointed for the 19th inst., service to be effected upon an adult inmate at the offices of the debtors.—*Times.*

THE RE-ARRANGEMENT OF ASSIZES.

A DEPUTATION from Exeter waited upon the Lord Chancellor on the 8th inst., with reference to a statement that the assizes were to be removed from Exeter to Plymouth. After the Duke of Somerset and a large number of gentlemen, including Mr. Buckingham, President of the Exeter and Devon Law Society, had addressed the Lord Chancellor, his lordship said:—I desire to state that it is a complete misapprehension to suppose that any scheme for the re-arrangement of assizes has been advanced to that point in which it may be said to be in contemplation to do one thing or another, or to change from one place to another place. No plan has come before me which involves any change from Exeter to Plymouth, or, on the other hand, any resolution on the other side. The general subject, not affecting Exeter in particular, but the entire county of Devon, is under very careful consideration, it has been correctly said, by a committee of judges, who have been kind enough to undertake that duty in concert with other judges, and what they are likely to recommend is as quite unknown to me as it is to any gentleman in this room. Therefore it is quite a mistake to think that anything like a foregone conclusion has been arrived at on any one of these points. They will have to be considered carefully, with a due regard to all the questions which appear to affect the public interest. I must say one word in acknowledgment of the spirit of the concluding observations of the Mayor of Exeter, who, while most ably and most justly stating and enforcing the reasons which appeared to him to make it for the public advantage that the assize should be retained at Exeter, did at the same time state that if it appeared that public advantage required any sacrifice on the part of Exeter the public spirit of the citizens was such that he did not think they would desire to put their own feelings or their own sense of the antiquity and importance of the privileges of Exeter in competition with the public interest. It is only what I expected of such a community, so represented as it is here to-day. Of course, you

will not expect me, under the circumstances, to say more than that I will give the most careful consideration to all that has been said in the event of its becoming a practical question whether any of these changes should be made or not. I should be very much obliged—I may particularly ask the representative of the Law Society if he could furnish me with a statement, as far as it can be accurately made up, for at least a year past of the number of prisoners from places nearer Exeter than Plymouth, as compared with the number of prisoners nearer to Plymouth than Exeter, who have been tried at the assizes, and also of the quantity of civil business distributed in the same manner. If I have that information it may be useful to me.

Mr. Buckingham promised to furnish this information, and the deputation having, through the Mayor, thanked the Lord Chancellor for receiving them, withdrew.

OBITUARY.

MR. LINDSEY WILLIAM WINTERBOTHAM.

Mr. Lindsey William Winterbotham, solicitor, of Stroud, died on the 28th ult. from the effects of an accident a few days previously. From the evidence given at the inquest it appeared that he had tied his horse to a gate while he visited a village school. When he was about to mount, and was taking off a halter with which the horse was tied, the horse became restive, and threw Mr. Winterbotham down. Then the horse reared back and pulled down the gate and also the pillar of the gate, and the stones of the latter fell on Mr. Winterbotham's foot. Mortification supervened, and resulted in death. Mr. Winterbotham was born in 1827. He was admitted a solicitor in 1848, and he had practised at Stroud for over thirty-five years. He was a perpetual commissioner for Gloucestershire, and his private business was very extensive. He had filled several important appointments, having been for some time clerk to the Stroud Burial Board, the Stroud School Board, and the Rodborough School Board, secretary to the Stroud Imperial Hotel Company, and solicitor to the Stroud Gas Company and the Stroud Benefit Building Society. He was a member of the Painswick School Board, and honorary secretary to the Rodborough Endowed Schools. He was also one of the vice-presidents of the Gloucestershire Law Society, and took a warm interest in their proceedings, and was a regular attendant and frequent speaker at the annual provincial meetings of the Incorporated Law Society. Mr. Winterbotham's character stood very high, both at Stroud and among his professional brethren in Gloucestershire. His funeral, which took place on the 1st inst., was a remarkable public demonstration of respect to his memory. Half-past three was the hour fixed, but for two hours before that time people began to assemble in Lansdown and High-street. The members of the Board of Health, of which he was a member, attended the funeral. The solicitors of the town and neighbourhood also attended in a body. Nearly the whole of the tradesmen of the town were present, and masses of the general public. Every shop was partially closed, and business was almost entirely suspended. Some twenty or thirty private carriages formed part of the procession. The Stroud Cemetery, in which the interment took place, was crowded, and there were not less than two thousand persons present. Mr. Winterbotham's son, Mr. Frederick Winterbotham, who was admitted in 1882, had recently entered into partnership with his father. It will be remembered that Mr. Winterbotham's brother, Mr. Henry Selfe Winterbotham, M.P., who died in 1873, was, from 1871 until his death, Under-Secretary of State for the Home Department. Another of Mr. Winterbotham's brothers, Mr. William Henry Winterbotham, is a member of the firm of Waterhouse, Winterbotham, & Harrison, of New-court, Lincoln's-inn.

MR. WILLIAM MAYLETT.

Mr. William Maylett, solicitor, of Worcester, died on the 20th ult. at Bournemouth, where he was staying for the benefit of his health. Mr. Maylett was born in 1841. He was admitted a solicitor a few years ago, having previously been for many years managing clerk to Mr. William Nicholls Marcy, the clerk of the peace for Worcestershire, He was clerk of the indictments at the Worcestershire Quarter Sessions, and he had for several years acted as deputy clerk of the peace for the county. Mr. Maylett was also high bailiff of the Bromsgrove County Court. His premature death has been much lamented at Worcester.

SIR CHARLES SLADEN.

Sir Charles Sladen, K.C.B., who died at Melbourne about a week ago, was the second son of Mr. John Baker Sladen, and was born in 1816. He was educated at Shrewsbury School and at Trinity Hall, Cambridge, where he graduated in the first class of the Civil Law Tripos in 1837. About forty years ago he emigrated to Australia, and for twelve years he practised as a solicitor at Geelong. In 1854 he was appointed colonial treasurer of Victoria, and from 1855 till 1857 he held the same office in the first Ministry under responsible Government. He was for several years a member of the Legislative Council, as the representative of the Western Province, and in 1868 he became Prime Minister for the colony, but his Ministry lasted for little more than two months. He resigned his seat in the Council in 1882 on the ground of ill-health. He was created a Companion of the Order of St. Michael and St. George in 1870, and a Knight Commander of the same order in 1875.

LEGAL APPOINTMENTS.

Mr. Philip Edward Lionel Budge, solicitor and notary, of Poole and Wareham, has been appointed Clerk to the County Magistrates at Wareham, in succession to Mr. Charles James Lacey, resigned. Mr. Budge is clerk to the Commissioners of Taxes at Poole. He was admitted a solicitor in 1874.

Mr. William Bowles Barrett, solicitor (of the firm of Andrews, Barrett, & Andrews), of Weymouth, has been appointed a Perpetual Commissioner for Dorsetshire for taking the Acknowledgments of Deeds by Married Women.

Mr. Frederick Marshall Burton, solicitor, of Birmingham, has been appointed a Perpetual Commissioner for Warwickshire and Staffordshire for taking the Acknowledgments of Deeds by Married Women.

Mr. Andrew Mills Tarleton, barrister, who has been appointed to act as Governor of the West African Settlements, is a graduate of St. Peter's College, Cambridge. He was called to the bar at the Inner Temple in Trinity Term, 1875, and he was formerly a member of the Oxford Circuit. He was appointed Queen's Advocate at Sierra Leone, in 1882, and he has been for some time acting as Chief Justice of that colony.

Mr. John James Wheat, solicitor, of Sheffield, has been elected President of the Sheffield District Incorporated Law Society for the ensuing year. Mr. Wheat was admitted a solicitor in 1846.

Mr. Charles James Cooper, solicitor (of the firm of Cooper & Sons), of Manchester, has been appointed a Commissioner to administer Oaths in the High Court of Judicature at Calcutta, and to take Acknowledgments of Married Women in respect of Property in India.

Mr. Thomas William Thompson, solicitor (of the firm of Dees & Thompson), of Newcastle-upon-Tyne, has been appointed by the high sheriff of Northumberland (Sir Arthur Middleton) to be Under-Sheriff of that county for the ensuing year. Mr. Thompson was admitted a solicitor in 1872.

Mr. A. W. Wray, solicitor (of the firm of Wray & Philips), of 61, Cheapside, E.C., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Charles Hamilton, solicitor, of Exmouth, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Married Women for the County of Devon. Mr. Hamilton was admitted a solicitor in Hilary Term, 1850.

DISSOLUTIONS OF PARTNERSHIPS.

Francis Summers and William Brown, solicitors, Great Grimsby. Feb. 23. The practice will in future be carried on by the said William Brown.

Ormsby Taylor and Thomas Swanwick, jun., solicitors (Taylor & Swanwick), Burton-on-Trent. Nov. 28.

Charles Smyth Wiles and Benjamin Smith, solicitors (Wiles & Smith), Horbling and Donington, Lincolnshire. Jan. 1, 1882. The said business will, in future, be carried on by the said Benjamin Smith alone, under the style or firm of B. Smith & Co. [*Gazette*, March 7.]

Robert Slaney and Thomas Slaney, solicitors (R. Slaney & Son), Newcastle-under-Lyme. March 1. So far as regards the said Robert Slaney, who on that day retired from the business.

William Henry Brook and Edwin Morris, solicitors (Brook & Morris), Liverpool. Dec. 31. So far as regards the said William Henry Brook, who on that day retired from the business.

[*Gazette*, March 11.]

NEW ORDERS, &c.

SPRING ASSIZES.

An Order in Council, issued in pursuance of the Spring Assizes Act, 1879, is published in Tuesday's *Gazette*, directing that the jurisdiction of the Central Criminal Court at any session held in the months of April and May next shall extend to such part of the county of Surrey as is not now included in the Central Criminal Court district. Other orders direct that the counties of Cumberland and Westmoreland shall, for the purpose of the next Spring Assizes, be united together and form one county, under the name of the Spring Assize County No. 1, the assizes to be held at Carlisle; the Northern and Salford Divisions of Lancashire to form Assize County No. 2, the assizes to be held at Manchester; the North and East Riding Division, the West Riding Division, and the county of the city of York to be Assize County No. 3, the assizes to be held at Leeds; the counties of Lincoln and Nottingham and the county of the town of Nottingham to form Assize County No. 4, the assizes to be held at Lincoln; the counties of Derby, Leicester, and Rutland and the borough of Leicester to form Assize County No. 5, the assizes to be held at Derby; the counties of Northampton, Bedford, and Buckingham to form Assize County No. 6, the assizes to be held at Northampton; the counties of Norfolk and Suffolk and the county of the city of Norwich to form Assize County No. 7, the assizes to be held at Ipswich; the counties of Huntingdon and Cambridge to form Assize County No. 8, the assizes to be held at Chesterton, Cambridge; the county of Hertford and so much of Essex

as is not within the Central Criminal Court district to form Assize County No. 9, the assizes to be held at Hertford: the county of Sussex, the county of the city of Canterbury, and so much of Kent as is not within the Central Criminal Court district to form Assize County No. 10, the assizes to be held at Lewes; the counties of Oxford and Berks to form Assize County No. 11, the assizes to be held at Reading; the counties of Worcester, Hereford, Monmouth, and Gloucester, and the county of the city of Gloucester to form Assize County No. 12, the assizes to be held at Worcester; the counties of Salop and Stafford to form Assize County No. 13, the assizes to be held at Stafford; the counties of Southampton, Wilts, and Dorset to form Assize County No. 14, the assizes to be held at Winchester; the counties of Devon and Cornwall to form Assize County No. 15, the assizes to be held at Exeter; the county of Somerset and the county of the city of Bristol to form Assize County No. 16, the assizes to be held at Taunton; the counties of Montgomery, Merioneth, Carnarvon, Anglesey, Denbigh, and Flint to form Assize County No. 17, the assizes to be held at Carnarvon; the counties of Glamorgan, Carmarthen, Pembroke, Cardigan, Brecknock, and Radnor, the county of the borough of Carmarthen, and the town and county of Haverfordwest to form Assize County No. 18, the assizes to be held at Swansea; and the county of Northumberland and the city and county of Newcastle-upon-Tyne to form Assize County No. 19, the assizes to be held at Newcastle-upon-Tyne.

EXAMINER'S OFFICE.

Examiner's Office, 3, Rolls-yard.

Solicitors and others having depositions to be filed or to be abandoned, on which fees are owing or deposits to be returned, or papers to take away, are requested to call at the above office any day before the 31st of March, between the hours of eleven and four.

On that day all unreturned deposits will be paid to the account of the Paymaster of the Supreme Court.

After that date, if any further appointments are wanted to complete unfinished depositions, application must be made at the office of the Chancery Registrars; and all applications for return of deposits must be made to the Pay Office of the Supreme Court.

All records, documents and papers remaining in the Examiner's Office, on the 31st of March, will be dealt with as may be directed by the warrant of the Right Hon. the Master of the Rolls.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

March 6.—*Bill Read a Second Time.*

Medical Act Amendment.

Bill Read a Third Time.

Law of Evidence Amendment.

March 7.—*Bill Read a Third Time.*

Private Bill.—Sion College.

March 10.—*Bill Read a Second Time.*

Speaker's Retirement.

Bill Read a Third Time.

Railway Clearing System Superannuation Fund Association.

March 11.—*Bill in Committee.*

Speaker's Retirement.

Bill Read a Third Time.

Private Bill.—London and St. Katharine's Docks.

HOUSE OF COMMONS.

March 6.—*Bills Read a Second Time.*

Private Bill.—West Lancashire Railway (Extensions).

Marriages Legalization (Stopsley, Bedfordshire).

Bill in Committee.

Freshwater Fisheries Act Amendment.

Bill Read a Third Time.

Speaker's Retirement.

March 7.—*Bills Read a Second Time.*

Private Bills.—Basingstoke, Alton, and Petersfield Railway; Metropolitan Board of Works (Various Powers).

Bill in Committee.

Marriages Legalization (Stopsley, Bedfordshire).

March 10.—*Bills Read a Second Time.*

Private Bills.—Cranbrook and Paddock Wood Railway; Great Western Railway (No. 2); Henley-in-Arden and Great Western Junction Railway; Totnes, Paignton, and Torquay Direct Railway.

March 11.—*Bills Read a Second Time.*

Private Bills—Great Southern and Western Railway (Additional Powers); Newport (Monmouthshire) Hydraulic Power Company, and Ruthin and Cerrig-y-Druidion Railway; Metropolis Water; Metropolitan Railway (Park Railway and Parliament-street Improvement).

LEGAL NEWS.

At the Hammersmith Police Court, on the 8th inst., Mr. C. O. Humphreys attended, on behalf of the Incorporated Law Society, to support a complaint against a man named Harvey, residing in Porteroad, West Kensington-park, for falsely pretending to be a solicitor. He stated that the defendant intended to plead guilty. The defendant, in reply to the magistrate, said he was not aware that he was acting illegally. However, he pleaded "Guilty." Mr. Greenhill, on the defendant's behalf, said the sending of a notice constituted the offence. The defendant was clerk to a coal merchant, and had to collect doubtful debts. Some printed notices were shown to him, and described as an efficacious way of recovering debts, and he was induced to buy them. In mitigation of the punishment, Mr. Greenhill pointed out that the defendant was not the author of the notice. Mr. Humphreys said the Incorporated Law Society had no feeling in the matter. The object of the proceedings was to protect the public from the constant attempts to obtain money in that way. He left the case in the hands of the magistrate. Mr. Paget said he was afraid no impression would be made upon the parties that it must not be done unless he imposed the full penalty. He then ordered the defendant to pay £10, with 2s. costs. An earnest appeal was made to the magistrate to reduce the penalty, but he refused, stating that it was a very serious offence. He also said that the defendant was a person of intelligence and education, and he was sorry to observe that the practice was a very common one in those courts.

Since our last report two applications have been made to the Court of Session in the *Orr Ewing case*. As we mentioned last week, the First Division of the Court of Session ordered the sequestration of the estate, and appointed Mr. G. A. Jamieson judicial factor, with power to take possession of the whole estate, money, writs, securities, books, papers, and documents. The trustees were advised by their agents in London that if they divested themselves of their trust estate without previously obtaining the authority of the Chancery Division, they would be committing a contempt of that court. On the 7th inst., Mr. Jamieson came before the First Division as petitioner, praying the court to ordain the trustees to make immediate delivery of the estate to him. This was opposed by the trustees, chiefly on the ground that the Chancery Division was expected to make an order dealing with the case in its present condition. The court declined to embarrass the trustees by granting a warrant against them personally, but granted another part of the petition, and ordained the Bank of Scotland and the various railway and other companies in which the funds of the estate are lodged and invested to deliver the property in their possession into the hands of the judicial factor. On Wednesday last, it is stated that an application was made in the First Division of the Court of Session for power to carry out the order of the court, pronounced last week, requiring the trustees of the Orr Ewing estate to deliver it up to the judicial factor, Mr. G. A. Jamieson. It was stated on behalf of Mr. Jamieson that the persons holding the estate had refused to give it up to him, and he therefore sought for an order empowering a messenger-at-arms to take possession of the books and documents in the hands of the agent for the trustees, and, if necessary, to open lock-fast places. The application was opposed by counsel for the trustees, but it was unanimously granted by the court.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, March 17	Mr. Cobby	Mr. Merivale	Mr. Clowes
Tuesday 18	Jackson	King	Koe
Wednesday 19	Cobby	Merivale	Clowes
Thursday 20	Jackson	King	Koe
Friday 21	Cobby	Merivale	Clowes
Saturday 22	Jackson	King	Koe
	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, March 17	Mr. Carrington	Mr. Teesdale	Mr. Pemberton
Tuesday 18	Lavie	Farrer	Ward
Wednesday 19	Carrington	Teesdale	Pemberton
Thursday 20	Lavie	Farrer	Ward
Friday 21	Carrington	Teesdale	Pemberton
Saturday 22	Lavie	Farrer	Ward

RECENT SALES.

At the Stock and Share Auction and Advance Company's sale, held on the 13th inst., at their rooms, 58, Lombard-street, City, the following were among the prices obtained:—Spitzkop (Lydenburg, Transvaal) Gold Mine, £1 fully paid, 19s. 6d.; Sovereign Life Assurance £10 shares, £3 5s. paid, 3s. 6d.; Life Free Admissions, Westminster Aquarium, £4; Kapanga Gold Mine, 4s.; London Chartered Bank of Australia, 19½; Westminster Aquarium £5 ordinary shares, £2 6s.; and other miscellaneous securities fetched fair prices.

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

AUSTRALASIAN FRESH MEAT COMPANY, LIMITED.—By an order made by Pearson, J., dated Mar 1, it was ordered that the voluntary winding up of the company be continued. Want, Clement's lane, solicitor for the petitioners

CHATTERLEY IRON COMPANY, LIMITED.—Petition for winding up, presented Mar 5, directed to be heard before Chitty, J., on Mar 15. Byrne, Chancery lane, agent for Slater and Co, Manchester, solicitors for the petitioners

HARROGATE ELECTRO HYDROPATHIC COMPANY, LIMITED.—Chitty, J., has fixed Mar 17 at 12, at his chambers, for the appointment of an official liquidator

JEYES' SANITARY COMPOUNDS COMPANY, LIMITED.—Bacon, V.C., has fixed Mar 17 at 12, at his chambers, for the appointment of an official liquidator

LONDON FISH MARKET AND NATIONAL FISHERY COMPANY, LIMITED.—By an order made by Kay, J., dated Feb 9, it was ordered that the company be wound up. Hudson and Co, Queen Victoria st, solicitors for the petitioner

LONDON FISH MARKET AND NATIONAL FISHERY COMPANY, LIMITED.—Kay, J., has fixed Mar 19 at 12, at his chambers, for the appointment of an official liquidator

TRAVELLERS' ACCIDENT INSURANCE COMPANY LIMITED.—Chitty, J., has by an order, dated Oct 16, appointed Frederick Whinney, 8, Old Jewry, to be official liquidator

TRUST AND AGENCY COMPANY, LIMITED.—By an order made by Chitty, J., dated Mar 1, it was ordered that the company be wound up. Sutton and Ommanney, Great Winchester st, solicitors for the petitioner

[*Gazette*, Mar. 7.]

CIVIL SERVICE AND GENERAL STORE, LIMITED.—Petition for winding up, presented Mar 7, directed to be heard before Chitty, J., on Mar 22. Deacons and Co, Bush lane, Cannon st, solicitors for the petitioner

[*Gazette*, March 11.]

Unlimited in Chancery.

COMMERCIAL AND LEGAL STATIONERY COMPANY.—Chitty, J., has fixed Mar 17 at 11, at his chambers, for the appointment of an official liquidator

VICTORIA PIER COMPANY.—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to William Edmonds, 98, Cheapside. April 25 at 12 is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, Mar. 7.]

Stannaries of Cornwall.

Unlimited in Chancery.

HERODSFOOT MINING COMPANY.—By an order made by the Vice-Warden, dated Mar 5, it was ordered that the company be wound up. Hodge and Co, Truro, solicitors for the petitioners

[*Gazette*, March 11.]

Friendly Societies Dissolved.

KINGSKERSWELL FRIENDLY MALE SOCIETY, Kingskerswell, Devon. Mar 3

NORTH PETHERWIN MUTUAL BENEFIT SOCIETY, Petherwin Gate, North Petherwin, Devon. Mar 1

SQUIRE ANTY LODGE OF THE GRAND PROTESTANT ASSOCIATION OF LOYAL ORANGEMEN ASSOCIATION, Castle Hotel, Heath st, Crewe, Chester. Mar 3

[*Gazette*, March 7.]

ROYAL VICTORIA FRIENDLY SOCIETY, Plume of Feathers Inn, Coleford, Gloucester. Mar 8

[*Gazette*, March 11.]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

AUSTIN, CHARLES WILLIAM, Gresham House, Old Broad st, Ship Broker. Apr 15. Western and Sons, Essex st, Strand

BARBER, HENRY JOSEPH, Ramsgate, Gent. Mar 31. Myatt, Abchurch lane

BLACKWELL, JOSEPH, Blackwell, Derby, Farmer. Apr 5. Bunting, Chesterfield

BOTTING, SARAH, Gloucester st, Queen pl, Bloomsbury. Apr 1. Vant, Leadenhall st

BROWNE, MARY ANNE, Cheltenham. Apr 11. Billings, Cheltenham

BURCH, ISAAC HOWE, Chicago, U.S.A., Gent. Mar 20. Eyre and Co, John st, Bedford row

CARE, WILLIAM THOMAS, Surbiton, Surrey, Barrister at Law. Apr 23. Ward and Co, Gray's inn sq

CAVE, GEORGE, Neithrop, Oxford, Coal Merchant. Apr 10. Cave and Cave, Walbrook

CARTWRIGHT, WILLIAM GEORGE, Newport, Monmouth, Esq. Mar 20. Danger and Cartwright, Bristol

COLE, GEORGE, Kensington, Gent. Apr 16. Robinson and Hilder, Jermyn st, St James's

DALLMEYER, JOHN HENRY, Sunnyfield, Hampstead Heath, Optician. June 24. Pattison and Co, Queen Victoria st

DAVIES, BARBARA, Lower Kinnerton, nr Chester. Mar 25. Bridgman and Co, Chester

DEAN, HARRIET, Belsize rd, Hampstead. Mar 25. Crafter and Burton, Blackfriars rd

DEARLOVE, EZEDRAS, Wargrave, Berks, Farmer. Mar 31. Beale and Martin Reading

DODSWORTH, ELIZABETH JANE, Hastings. Apr 25. Ward and Co, Gray's inn sq

DOUGLAS, PETER, Birkenhead, Merchant. Mar 31. Bateson and Co, Liverpool

ECKERSLEY, JOHN, Tue Brook, nr Liverpool, Gent. Mar 31. Brewis, St Helens'

FACHE, CECILIA, Southsea. Apr 11. Jennings, Chancery lane

GARDNER, MARK, Newcastle upon Tyne, Gent. May 1. Clayton and Gibson, Newcastle upon Tyne

GREEN, JAMES, Holderness, York, Farmer. May 1. Priestman, Hull

HAWKINS, WILLIAM, Bromesberrow, Gloucester, Farmer. Apr 1. Masefield and Sons, Ledbury

HEWSON, WILLIAM, Withernwick, York, Gent. May 1. Priestman, Hull

KIRK, MARY, Nottingham. Apr 1. Windus and Trotter, Epping

LANE, Rev THOMAS LEVESON, Wasperton, Warwick, Clerk in Holy Orders. Mar 31. Wright and Hassall, Leamington

LAVANCHY, HARRIET, Sydney place, Onslow sq. Apr 28. Capron and Co, Savile place, Conduit st

LEA, ALFRED, Hereford, Gent. Apr 15. Humfrys, Hereford

LUCAS, EDMOND ALLEN, late of H.M.S. "Forester." Mar 31. Hallett and Co, St. Martin's place,

MAVEN, JOHN, Union place, Durham. Apr 1. Hargreaves and Joblin, Durham

MELLOR, BENJAMIN, Leeds, Paper Manufacturer. Apr 25. Emsley, Leeds

MONTGOMERY, JAMES, Twickenham, Timber Merchant. Mar 25. Baker and Co, Lincoln's inn fields

PARKER, Rev CHARLES HUBERT, Great Comberton, Worcester, Clerk. Apr 1. Masefield and Sons, Ledbury

RAWLINSON, WILLIAM, Gawsworth, nr Macclesfield, Chester, Farmer. Apr 12. Hand, Macclesfield

ROWELL, EMILY, Bernard st, Russell sq. Apr 5. Davies and Co, Abchurch House, Sherborne lane

RYLEY, ROBERT, Mickleover, Derby, Gent. Mar 31. Barber and Co, Derby

SMITH, CHARLOTTE MARIA, Ealing. Apr 12. Aston, Lombard st

SPINK, GEORGE, Alborough, York, Gent. May 1. Priestman, Hull

SPINK, MARY, Holderness, York. May 1. Priestman, Hull

STACEY, JOHN, Newton Abbott, Devon, Builder. May 1. Creed, Newton Abbott

THORNE, MARY ANNE, Exeter. Apr 18. Morice and Co, Serjeants' inn, Fleet st

TODD, SAMUEL, Blackburn, Lancaster, Tailor. May 1. Whalley, Blackburn

UPTON, HANNAH, Forest Hill, Kent. May 1. Harris and Morton, Halstead

WALLIS, OGLE, Albert st, Regent's Park, Esq. Apr 12. Stocken and Jupp, Lime st

WILSON, HENRY, Kingsland, Gent. Mar 25. Beck, Ironmongers' Hall

WINGFIELD, THOMAS, Layard rd, Bermondsey, Gent. Mar 25. Tilling, Devonshire chbrs, Bishopsgate st Without

WOODCOCK, THOMAS, Lastingham, York, Farmer. Mar 26. Harrison, Kirby Moorside

WRIGHT, THOMAS, North Meols, Lancaster, Farmer. Apr 2. Welsby and Co, Southport

WRIGLEY, JAMES HARDY, Southport, Lancaster, J.P., D.L. Apr 2. Welsby and Co, Southport

YOUDS, WILLIAM, Great Neston, Chester, Builder. Mar 31. Lyon and Reynolds, Liverpool

[*Gazette*, Feb. 29.]

ANDERTON, PETER, Brondyffryn, Denbigh, Gent. Apr 15. Frodsham and Nicholson, Liverpool

AYLMER, MARIA ANNE, Tunbridge Wells, Kent. Apr 15. Palmer and Co, Trafalgar sq

BALDWIN, WILLIAM, Kingsland, Plumber. Apr 12. Young and Co, Essex st, Strand

BARBER, JAMES SILBURN, Osbaldwick, York, Gent. Apr 15. Cowling and Leeds, York

BRADSHAW, Rev HENRY HOLDEN, Barton park, Derby, Clerk in Holy Orders. Apr 15. Holland and Rigby, Derby

BRETHERTON, EDWIN, Leyland, Lancaster, Farmer. Apr 1. Houghton and Co, Preston

COURTNEY, MARY ANN, Clapham. Mar 31. Courtney, Hawthorn, Rockhampton, Ringwood

DAWSON, JONATHAN, Toft Monks, Norfolk, Farmer. Apr 6. Copeman and Cadge, Loddon, Norwich

FEARNLEY, BENJAMIN, Birstal, York, Farmer. Mar 31. Clough, Cleckheaton, via Normanton

GEAREY, JAMES, Abbots Langley, Hertford, Farmer. Apr 30. Geary, Verulam bldngs, Gray's inn

GOOCH, EPHRAIM, Birmingham, Jeweller. May 30. Taylor, Birmingham

HASTE, WILLIAM, Bramley, nr Leeds. May 22. Jones, Leeds

HIGDON, ROBERT, Tottenham, Baker. Apr 30. Woodroffe, Great Dover st, Southwark

HUTCHINSON, WILLIAM, Burnham, Bucks, Gent. Apr 5. Charsley, Beaconsfield

INNES, ADAM MURRAY, King st West, Hammersmith, Bookseller. Apr 5. Baker and Nairne, Crosby sq

JOHNSON, EDWARD, Birmingham, Excise Officer. Apr 11. Jelf and Latham, Birmingham

LINDSAY, ROBERT, Roach Bank, within Pilsworth, Lancaster, Farmer. March 31. Grundy, Bury

LOVETT, JOHN, Sysonby, Leicester, Farmer. Apr 15. Oldham and Marsh, Melton Mowbray

MURCH, MARY BISHOP, Watford, Herts. Apr 23. Hyde and Co, Ely place

NAYLOR, PEERS, St. Helen's, Lancaster, Gent. Mar 31. Barrow and Cook, St. Helen's

NICHOLAS, HENRY, Bridgend, Glamorgan, Gent. Apr 5. Stockwood, jun, Bridgend

OWERS, ZECHARIAH, Ethelburga st, Battersea, Gent. Mar 21. Well and Co, Carter lane, Doctors' commons

PERRY, HENRY, Tyndale pl, Islington, Colonial Broker. Apr 4. Smith and Co, Aldermanbury

POSTLE, HENRY, Norwich, Esq. Apr 5. Fosters and Burroughes, Norwich

PULFORD, GEORGE, Great Yarmouth, Provision Merchant. Apr 1. Bavin and Daynes, Norwich

RAWLINGS, SARAH CLARA, Brighton. June 24. Rawlings, Bishopsgate st Within

SALTMARSH, THOMAS, Stamford Bridge, York, Brick and Tile Manufacturer. Apr 22. Wood and Co, York

SCHOLES, WILLIAM, Oswaldtwistle, Lancaster, Yeoman. Mar 15. Backhouse, Blackburn

STRADLING, WILLIAM, Weston super Mare, Builder. June 24. Baker and Co Weston super Mare

SUMMERS, ISABELLA, St Mary Extra, Southampton, Dealer in Toys. Mar 31. Bull, Southampton

TAYLOR, LOUISA, Richmond, Surrey. June 14. Randall, South sq, Gray's inn

TOSSWILL, KIRKMAN SPEARE, Adelaide, South Australia, Mariner. Apr 28. Deane and Co, South sq, Gray's inn

TREWENT, WILLIAM, Pembroke, Draper. May 15, Hughes and Sons, Chapel st, Bedford row

[*Gazette*, Mar. 4.]

SALES OF ENSUING WEEK.

March 18.—Mr. PERKINS, at the Mart, at 2 p.m., Freehold Properties (see advertisement, March 8, p. 3).

March 20.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Advowson (see advertisement, March 1, p. 4).

LONDON GAZETTES.

Bankrupts.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

FRIDAY, March 7, 1884.

Macgregor, Duncan, Southwick, Sussex, Gent. Pet Feb 28. Jones. Brighton, Mar 20 at 12

TUESDAY, March 11, 1884.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Shand, John Auchmedden Baird, King st, St James's. Pet Mar 6. Pepys. Mar 26 at 11

To Surrender in the Country.

Randall, James William, Dover, Licensed Victualler. Pet Mar 7. Furley. Canterbury, Mar 28 at 11

BANKRUPTCIES ANNULLED.

TUESDAY, March 11, 1884.

Bull, Willis James, George st, Langham st, Piano Manufacturer. Mar 1

Emmett, George, Catherine st, Strand, Newspaper Publisher. Feb 29

Lawe, Thomas, Bold, nr St Helens, Lancaster, Farmer. Mar 7

Phillips, Francis Maitland, Half Moon st, Piccadilly, Retired Captain from Her Majesty's Army. Mar 6

Sorrell, Alfred, Crozier st, Lambeth, Builder. Mar 10

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, March 7, 1884.

Wingard, Charles, Gt Portland st, Tailor. Apr 1 at 3 at offices of Cooke, Gray's inn sq

THE BANKRUPTCY ACT, 1883.

FRIDAY, Mar. 7, 1884.

RECEIVING ORDERS.

Berry, George, Motcombe st, Belgrave sq, Auctioneer. High Court. Pet Mar 1. Ord Mar 3. Exam April 2 at 11 at 34, Lincoln's inn fields

Blackburn, William, Blackburn, Lancashire, Cotton Spinner. Blackburn. Pet Feb 22. Ord Mar 5. Exam Mar 19

Brown, Thomas, Fordington, Dorsetshire, Builder. Dorchester. Pet Mar 3. Ord Mar 3. Exam Mar 18 at 11

Butterfield, C., Ironmonger lane, Solicitor. High Court. Pet Feb 12. Ord Mar 4. Exam April 2 at 11 at 34, Lincoln's inn fields

Cash, William, Sutterton, Lincolnshire, Farmer. Boston. Pet Mar 1. Ord Mar 4. Exam Apr 3

Fisher, John Samuel, Wallingford, Berkshire, Licensed Victualler. Oxford. Pet Mar 3. Ord Mar 3. Exam Mar 20 at 12

Godfrey, Thomas Bolton, Cambridge terrace, Starch Green, Builder. High Court. Pet Feb 18. Ord Mar 5. Exam April 4 at 11 at 34, Lincoln's inn fields

Goodman, William Henry, Plymouth, Devonshire, Cabinet Maker. East Stonehouse. Pet Mar 4. Ord Mar 4. Exam April 2 at 12

Harvey, John, East End, Finchley, Builder. Barnet. Pet Mar 4. Ord Mar 4. Exam Mar 26 at 11 at Townhall, Barnet

Horsfall, Elizabeth, and Alfred Henry Horsfall, Coventry, Printers. Coventry. Pet Mar 5. Ord Mar 5. Exam April 7 at 2

Hutchins, Benjamin, Collyweston, Northamptonshire, Coal Merchant. Peterborough. Pet Mar 5. Ord Mar 5. Exam Mar 26 at 2

Jones, Frederick, Bangor, Hotel Proprietor. Bangor. Pet Feb 29. Ord Mar 4. Exam April 2 at 2

Kemp, Joseph Aaron, Allesley, nr Coventry, Warwickshire, Farmer. Coventry. Pet Feb 28. Ord Mar 3. Exam Mar 31 at 3

Merrell, Samuel, Bishampton, Worcestershire, Farmer. Worcester. Pet Mar 4. Ord Mar 4. Exam Mar 17 at 11

Milner, John, and Charles Newbold, Sheffield, Dram Flask Manufacturers. Sheffield. Pet Mar 5. Ord Mar 5. Exam Mar 20 at 11.30

Mitchell, Rhodes, Bratoft, Lincolnshire, Farmer. Boston. Pet Mar 3. Ord Mar 4. Exam April 3

Noon, Martin, Hulme, Lancashire, Clothes Dealer. Salford. Pet Mar 4. Ord Mar 4. Exam Mar 18 at 11

Price, William, Cinderford, Gloucester, Draper. Gloucester. Pet Feb 16. Ord Mar 3. Exam April 1

Pritchard, Henry Follett, East Dulwich Grove, Retired Major. High Court. Pet Mar 4. Ord Mar 4. Exam April 3 at 11 at 34, Lincoln's inn fields

Quibell, James, Birmingham, Draper. Birmingham. Pet Mar 3. Ord Mar 3. Exam Mar 20

Rowley, James, Warrington, Lancashire, Provision Dealer. Warrington. Pet Mar 3. Ord Mar 3. Exam Mar 13 at 11

Savage, Hugh, Workington, Cumberland, Provision Dealer. Cockermouth and Workington. Pet Mar 3. Ord Mar 3. Exam Mar 24 at 3.45

Smith, John, Droyleden, Lancashire, Joiner. Ashton-under-Lyne. Pet Mar 5. Ord Mar 5. Exam Mar 13

Speight, G. C., Bradford, Metal Broker. Bradford. Pet Feb 15. Ord Mar 4. Exam Mar 25 at 11

Thomas, Edward, Sheffield, Physician. Sheffield. Pet Mar 4. Ord Mar 4. Exam Mar 20 at 11.30

Wainman, William, New Lenton, Nottingham, Baker. Nottingham. Pet Feb 28. Ord Mar 4. Exam Apr 22

White, Beren, Liverpool, Watchmaker. Liverpool. Pet Mar 4. Ord Mar 4. Exam Mar 13 at 12

Williams, Arthur, Ivington, nr Leominster, Herefordshire, Farmer. Leominster. Pet Feb 19. Ord Mar 5. Exam Mar 20

Bale, William, King st, Golden sq, Licensed Victualler. High Court. Pet Feb 18. Ord Mar 3. Exam Apr 2 at 11 at 34, Lincoln's-inn-fields

FIRST MEETINGS.

Brown, Thomas, Fordington, Dorsetshire. Builder. Mar 15 at 1. The Antelope Hotel, Dorchester

Fisher, John Samuel, Wallingford, Berkshire, Licensed Victualler. Mar 20 at 12. Official Receiver, 126, High st, Oxford

Franklin, James Strickland, Ely, Cambridgeshire, Wine and Spirit Merchant. Mar 14 at 11. W. B. Whall, Market sq, King's Lynn

Goodman, William Henry, Plymouth, Devonshire, Cabinetmaker. Mar 18 at 3. 18, Frankfort st, Plymouth

Hanbury, Frederick Barclay, West Kensington terr, West Kensington, Commission Agent. Mar 15 at 11. 33, Carey st, Lincoln's inn

Harvey, John, Cavendish terr, East End, Finchley, Middlesex, Builder. Mar 18 at 12. 28 and 29, St Swithin's lane

Jones, Frederick, Bangor, Carnarvonshire, Hotel Proprietor. Mar 18 at 2. Queen's Head Cafe, Bangor

Kemp, Joseph Aaron, Allesley, nr Coventry, Warwickshire, Farmer. Mar 17 at 11. 46, Jordan Well, Coventry

King, William, Southsea, Hampshire, Slater. Mar 20 at 10.30. Official Receiver, 166, Queen st, Portsea

Littlewood, John Sanderson, Birchencliffe, nr Huddersfield, Yorkshire, Shoddy Agent. Mar 15 at 11. Law Society, New st, Huddersfield

Merrell, Samuel, Bishampton, Worcestershire, Farmer. Mar 18 at 11. Official Receiver, Worcester

Milner, John, and Charles Newbold, Sheffield, Dram Flask Manufacturers. Mar 19 at 2. Law Society, Hoole's chmbrs, Bank st, Sheffield

Olive, William, Woolwich, Boot and Shoe Dealer. Mar 14 at 12. 109, Victoria st, Westminster

Price, William, Cinderford, Gloucestershire, Draper. Mar 15 at 3. 84, Barton st, Gloucester

Quibell, James, Birmingham, Draper. Mar 17 at 11. Luke Jesson Sharp, Whitehall chmbrs, Colmore row, Birmingham

Rogers, John Frederick, Liverpool, Fruit Broker. Mar 31 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool

Rowley, James, Warrington, Lancashire, Provision Dealer. Mar 17 at 10. Official Receiver, 2, Cairo st, Warrington

Savage, Hugh, Workington, Cumberland, Provision Dealer. Mar 15 at 11.30. 67, Duke st, Whitehaven

Smith, Sarah Elizabeth, Nottingham, Dressmaker. Mar 17 at 11. Official Receiver, Exchange walk, Nottingham

Softley, Richard Teesdale, Gt Yarmouth, Norfolk, Engineer. Mar 15 at 2. H. P. Gould, Queen st, Norwich

Sworder, William, jun, Hertford, Farmer. Mar 15 at 11.30. Salisbury Hotel, Hertford

Taylor, Edward, Brackley, Northamptonshire, Farmer. Mar 19 at 11. 45, High st, Banbury

Thomas, Edward, Sheffield, Physician. Mar 18 at 2. Official Receiver, Figtree lane, Sheffield

Thompson, John, and William Maxwell, Radford, Nottingham, Stone and Monumental Masons. Mar 14 at 12. Official Receiver, Exchange walk, Nottingham

Townsend, Edward James, Kingston-on-Thames, Surrey, Clothier. Mar 14 at 12. 28 and 29, St Swithin's lane

Vokes, Frederick Mortimer, Grove End rd, St John's wood, Actor. Mar 15 at 1. 33, Carey st, Lincoln's inn

Wainman, William, New Lenton, Nottingham, Baker. Mar 17 at 2. Official Receiver, Exchange walk, Nottingham

White, Beren, Liverpool, Watchmaker. Mar 18 at 12. Official Receiver, Lisbon bldgs, Victoria st, Liverpool

ADJUDICATIONS.

Barker, William Knott, Gt Grimsby, Bootmaker. Gt Grimsby. Pet Feb 7. Ord Mar 3

Bowes, James, and Joseph Silverwood, Huddersfield, Woollen Manufacturers. Huddersfield. Pet Feb 19. Ord Mar 5

Clark, Frank Edward, Walsall, Grocer. Walsall. Pet Feb 16. Ord Mar 4

Cook, George Lanegan, Cheltenham, Gloucestershire, Trunk and Portmanteau Maker. Cheltenham. Pet Feb 25. Ord Mar 3

Goodman, William Henry, Plymouth, Devonshire, Cabinetmaker. East Stonehouse. Pet Mar 4. Ord Mar 4

Haworth, George, Liverpool, Merchant. Liverpool. Pet Jan 28. Ord Mar 4

Hay, Edward, Yockleton, Salop, Innkeeper. Shrewsbury. Pet Feb 25. Ord Feb 29

Hughes, John, Maentwrog rd Railway Station, Merionethshire, Coal Merchant. Bangor. Pet Feb 25. Ord Mar 3

Lewis, William Bowie, Owslebury, Hampshire, Farmer. Winchester. Pet Feb 4. Ord Mar 3

Matley, John, Oldham, Lancashire, Bobbin and Skewer Maker. Oldham. Pet Feb 18. Ord Mar 4

Milner, John, and Charles Newbold, Sheffield, Dram Flask Manufacturers. Sheffield. Pet Mar 5. Ord Mar 5

Noon, Martin, Hulme, Lancashire, Clothes Dealer. Salford. Pet Mar 4. Ord Mar 5

Pritchard, Henry Follett, East Dulwich grove, Retired Major. High Court. Pet Mar 4. Ord Mar 4

Robinson, John, Sunderland, Durham, Travelling Draper. Sunderland. Pet Jan 14. Ord Mar 1

Rowley, James, Warrington, Lancashire, Provision Dealer. Warrington. Pet Mar 3. Ord Mar 3

Shaw, George Henry, Berry Brow, nr Huddersfield, Yorkshire, Joiner. Huddersfield. Pet Feb 8. Ord Mar 3

Woodward, John, Birmingham, Cork Manufacturer. Birmingham. Pet Feb 18. Ord Mar 3

TUESDAY, Mar. 11, 1884.

RECEIVING ORDERS.

Baker, William, Clement's lane, Manager of a Joint Stock Company, Limited. High Court. Pet Mar 7. Ord Mar 7. Exam April 2 at 11

Botibol, Solomon, Fleet st, Cigar Merchant. High Court. Pet Mar 6. Ord Mar 6. Exam April 9 at 11

Dodsworth, Martin, Malton, Yorkshire, Joiner. Scarborough. Pet Mar 7. Ord Mar 7. Exam Mar 31 at 3.30

Edmed, Thomas, Maidstone, Kent, Dealer in Stained Glass. Maidstone. Pet Mar 7. Ord Mar 7. Exam April 8

English, John, and Maxwell George Henry Silverthorne, Upper Thames st, Grocers. High Court. Pet Mar 6. Ord Mar 6. Exam April 4 at 11

Harris, Frederick, Copeland rd, Peckham, out of business. High Court. Pet Mar 4. Ord Mar 6. Exam April 4 at 11

Jennings, Henry Thomas, Kingston upon Hull, Refreshment House Keeper. Kingston upon Hull. Pet Mar 7. Ord Mar 7. Exam Mar 24 at Courthouse, Townhall, Hull, at 12

Kirkley, James Kirkley, Tyne Docks, South Shields, Stevedore. Newcastle on Tyne. Pet Mar 7. Ord Mar 7. Exam Mar 21 at 10.30

Knight, George Charles, Bishopsgate st Within, Merchant. High Court. Pet Mar 6. Ord Mar 6. Exam April 3 at 11

Knox, William, Dunston, Durham, Provision Dealer. Newcastle on Tyne. Pet Mar 6. Ord Mar 6. Exam Mar 20 at 10.30

Lenderyou, John, Bute Docks, Cardiff, Coal Shipper. Cardiff. Pet Mar 7. Ord Mar 7. Exam Mar 27

Lillywhite, Frank Henry, Hove, Sussex, Skating Rink Proprietor. Brighton. Pet Mar 6. Ord Mar 6. Exam Mar 27

McMahon, Frederick Dunbar Southerland, St Columb Major, Cornwall, Surgeon. Truro. Pet Mar 6. Ord Mar 6. Exam Mar 22

Margrett, William, Gloucester, Builder. Gloucester. Pet Mar 6. Ord Mar 6. Exam April 1

Massey, Richard Francis, Edgehill, Liverpool, out of business. High Court. Pet Mar 8. Ord Mar 8. Exam April 3 at 11

Michelson, Edward, Aldermanbury, General Merchant. High Court. Pet Feb 18. Ord Mar 7. Exam April 3 at 3

Prior, William, Hastings, Sussex, Fruiterer. Hastings. Pet Feb 26. Ord Mar 6. Exam April 7

Reader, Daniel William, Abridge, Essex, Baker. Chelmsford. Pet Mar 7. Ord Mar 7. Exam Mar 15

Rees, David, Drury lane, Assistant to a Provision Dealer. High Court. Pet Feb 13. Ord Mar 7. Exam April 3 at 11

Sagar, James, Wood Top, Burnley, Lancashire, Beerhouse Keeper. Burnley. Pet Mar 7. Ord Mar 7. Exam Mar 20 at 2

Sawyer, William, Bradford, Yorkshire, Glass and China Dealer. Bradford. Pet Mar 7. Ord Mar 7. Exam Mar 18 at 11

Scales, Joseph, Lexham gardens, Kensington, No occupation. High Court. Pet Mar 7. Ord Mar 7. Exam Apr 8 at 11

Slevin, Francis, Byker, Newcastle-upon-Tyne, Beer Traveller. Newcastle-on-Tyne. Pet Mar 6. Ord Mar 6. Exam Mar 20 at 11.30

Stones, Joseph, Addlethorpe, Lincolnshire, Miller and Baker. Boston. Pet Mar 5. Ord Mar 6. Exam Apr 3

Thomas, Walter, Rotherham, Yorkshire, Botanic Beer Maker. Sheffield. Pet Mar 7. Ord Mar 7. Exam Mar 27 at 11.30

Underwood, John Thomas, Market st, Mayfair. Cheesemonger. High Court Pet Feb 16. Ord Mar 6. Exam Apr 8 at 11

Ward, Jane, and Sarah Ward, Scarborough, Yorkshire, Lodging House Keepers. Scarborough. Pet Mar 7. Ord Mar 7. Exam Mar 31 at 3

Whitaker, Joseph, Balderton, Nottinghamshire, Farmer. Nottingham. Pet Mar 6. Ord Mar 6. Exam Apr 22

Williams, Joseph, Malpas Station, Cheshire, Coal Dealer. Nantwich and Crewe. Pet Mar 5. Ord Mar 5. Exam Apr 1

Williams, Michael, Fish st hill, Asphalte Importer. High Court. Pet Mar 7. Ord Mar 7. Exam Apr 8 at 11

Robert, Yeomans, Rothwell, Northamptonshire, Carpenter. Northampton. Pet Feb 27. Ord Mar 6. Exam Mar 26

FIRST MEETINGS.

Blackburn, William, Blackburn, Lancashire, Cotton Spinner. Blackburn. Mar 19 at 1. County Court Room, Blackburn

Bruckshaw, Benjamin, Church Aston, nr Newport, Salop, Agricultural Implement Maker. Stafford. April 7 at 1. County Court Offices, Stafford

Cash, William, Sutterton, Lincolnshire, Farmer. Boston. Mar 26 at 12. Official Receiver, 48, High st, Boston

Edmed, Thomas, Maidstone, Kent, Stained Glass Dealer. Maidstone. Mar 21 at 3.15. Official Receiver, Week st, Maidstone

Gledhill, Samuel, Morley, Yorkshire, Contractor. Dewsbury. Mar 21 at 4. Official Receiver, Bank chmbrs, Batley

Horsfall, Elizabeth, and Alfred Henry, Horsfall, Coventry, Printers. Mar 19 at 11. Official Receiver, 46, Jordan well, Coventry

Hutchins, Benjamin, Collyweston, Northamptonshire, Coal Merchant. Mar 26 at 12. County Court Offices, Peterborough

Jenkins, Samuel, Commercial rd, Stepney, Furniture Dealer. Mar 19 at 1. 33, Carey st, Lincoln's inn
Jennings, Henry Thomas, Kingston upon Hull, Refreshment House Keeper. Mar 21 at 11. Hall of the Hull Incorporated Law Society, Hull
Kirkley, James Kirkley, Tyne Docks, South Shields, Stevedore. Mar 21 at 11.30. Official Receiver, County chbrs, Westgate rd, Newcastle upon Tyne
Knox, William, Dunston, Durham, Provision Dealer. Mar 20 at 12. Official Receiver, County chbrs, Westgate rd, Newcastle upon Tyne
Lilywhite, Frank Harry, Hove, Sussex, Skating Rink Proprietor. Mar 19 at 2.30. Official Receiver, 160, North st, Brighton
Margrett, William, Gloucester, Builder. Mar 20 at 11. Official Receiver, 84, Barton st, Gloucester
McMahon, Frederick Dunbar Southerland, St Columb Major, Cornwall, Surgeon. Mar 19 at 3. Red Lion Hotel, Fore st, St Columb Major
Mitchell, Rhodes, Croft, Lincolnshire, Farmer. Boston. Mar 26 at 1. Official Receiver, 48, High st, Boston
Nicholson, Thomas, 110, Cannon st, Financial Agent. Mar 18 at 12. 34, Lincoln's inn fields
Noon, Martin, Hulme, Lancashire, Clothes Dealer. Salford. Mar 18 at 11.30. The Court House, Encombe pl, Salford
Prior, William, Hastings, Sussex, Fruiterer. Hastings. Mar 18 at 11. Official Receiver, Hastings
Sawyer, William, Bradford, Yorkshire, Glass and China Dealer. Bradford. Mar 21 at 11. Official Receiver, Ivegate chbrs, Bradford
Slevin, Francis, Newcastle on Tyne, Beer Traveller. Newcastle on Tyne. Mar 20 at 2. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne
Smith, John, Droylsden, Lancashire, Joiner. Ashton under Lyne and Stalybridge. Mar 19 at 2. Official Receiver, Townhall chbrs, Ashton under Lyne
Speight, G. C., Bradford, Metal Broker. Mar 18 at 3. Official Receiver, Ivegate chmbrs, Bradford
Stones, Joseph, Addlethorpe, Lincolnshire, Miller. Mar 26 at 12.30. Official Receiver, 48, High st, Boston
Thomas, Walter, Rotherham, Yorkshire, Botanic Beer Manufacturer. Mar 21at 2. Official Receiver, Figtree lane, Sheffield
Ward, Jane, and Sarah Ward, Scarborough, Yorkshire, Lodging-house Keepers. Mar 21 at 3. Official Receiver, Newborough st, Scarborough
Whitaker, Joseph, Balderton, Nottinghamshire, Farmer. Mar 20 at 11. Official Receiver, Exchange walk, Nottingham
Williams, Arthur, Hyde Ash, Ivington, nr Leominster, Herefordshire, Farmer. Mar 19 at 10.30. Royal Oak Hotel, Leominster
Williams, Joseph, Malpas Station, Cheshire, Coal Dealer. Mar 19 at 2. Royal Hotel, Crewe
Yeomans, Robert, Rothwell, Northamptonshire, Carpenter. Mar 26 at 3. County court bldgs, Northampton

ADJUDICATIONS.

Babcock, Richard, Abingdon, Berkshire, Auctioneer. Oxford. Pet Feb 16. Ord Mar 8
Baker, William, Clement's lane, Manager of a Joint Stock Company Limited. High Court. Pet Mar 7. Ord Mar 7
Bates, Joseph, Droylsden, Lancashire, Joiner and Builder. Ashton under Lyne and Stalybridge. Pet Feb 7. Ord Mar 6
Baxter, David Maitland, Monkwearmouth, Shipbuilder. Sunderland. Pet Feb 2. Ord Mar 6
Berriman, Henry Arthur, Laurence Pountney hill, Architect. High Court. Pet Jan 24. Ord Mar 8
Bond, Mark Laurence, Birmingham, Publican. Birmingham. Pet Feb 20. Ord Mar 8
Byrne, Margaret Mary Josephine, Liverpool, Milliner. Liverpool. Pet Feb 14. Ord Mar 6
Cash, William, Sutterton, Lincolnshire, Farmer. Boston. Pet March 1. Ord March 4
Collins, Thomas, Croydon, Surrey, Builder. Croydon. Pet Feb 4, Ord Feb 26
Collins, William, Southport, Lancashire, Stonemason. Liverpool. Pet Feb 24. Ord March 6
Dowle, Alfred, Dover, Fruiterer. Canterbury. Pet Feb 8. Ord March 8
Duke, Richard James, Maidenhead, Berkshire, Gent. High Court. Pet Jan 21. Ord March 5
Dye, Frederick William, and Alfred Clark, Beckenham, Kent, Builders. Croydon. Pet Jan 18. Ord Feb 26
Everton, George Frederick, Oldswinford, Worcestershire, out of business. Stourbridge. Pet Feb 21. Ord Mar 6
Francis, William Perrott, Llanelly, Fruit Merchant. Carmarthen. Pet Feb 21. Ord Mar 8
Games, George, The Struet, Brecon, Solicitor. Merthyr Tydfil. Pet Jan 12. Ord Mar 6
Gledhill, Samuel, Morley, Yorkshire, Contractor. Dewsbury. Pet Feb 27. Ord Mar 6
Grant, Duncan Joseph, Pentre, Ystradyfodwg, nr Pontypridd, Artist. Pontypridd. Pet Feb 15. Ord Mar 6
Gratton, David, Causeway, Wirksworth, Derbyshire, Currier. Derby. Pet Feb 11. Ord Mar 6
Hardy, Alfred Ernest, Aston, nr Birmingham, Grocer. Birmingham. Pet Feb 5. Ord Mar 6
Harris, Frederick, Copeland rd, Peckham, out of business. High Court. Pet Mar 4. Ord Mar 6
Harrison, John Watson, Spalding, Lincolnshire, Innkeeper. Peterborough. Pet Feb 22. Ord Mar 7
Holmes, Jane, William Henry Holmes, and John Holmes, Guiseley, Yorkshire, Cloth Manufacturers. Leeds. Pet Feb 15. Ord Mar 7
Jacks, Philip, Leamington, Warwickshire, Commission Agent. Warwick. Pet Feb 23. Ord Mar 6
James, George William, Brighton, Mineral Water Manufacturer. Brighton. Pet Feb 13. Ord Mar 7
Jennings, Henry Thomas, Kingston upon Hull, Refreshment House Keeper. Kingston upon Hull. Pet Mar 7. Ord Mar 7
Kemp, Joseph Aaron, Allesley, nr Coventry, Warwickshire, Farmer. Coventry. Pet Feb 28. Ord Mar 6
Kirkley, James Kirkley, Tyne Docks, South Shields, Stevedore. Newcastle upon Tyne. Pet Mar 7. Ord Mar 7
Knox, William, Dunston, Durham, Provision Merchant. Newcastle upon Tyne. Pet Mar 6. Ord Mar 6
Luff, Samuel James Thomas, Brighton, Sussex, Grocer's Manager. Brighton. Pet Feb 29. Ord Mar 7
Margrett, William, Gloucester, Builder. Gloucester. Pet Mar 6. Ord Mar 6
Massey, Richard Francis, Liverpool, out of business. High Court. Pet Mar 8. Ord Mar 8
Middleton, Albert Rupert, Birmingham, Electro Plate Manufacturer. Pet Feb 13. Ord Mar 7
Michell, Samuel George, Newton Abbott, Devonshire, Berlin Wool and Fancy Dealer. Exeter. Pet Feb 21. Ord Mar 7
Ogno, Gaetano, Cardiff, Ship Chandler. Cardiff. Pet Jan 31. Ord Mar 6
Pratt, David, Birmingham, Lamp Manufacturer. Birmingham. Pet Jan 3. Ord Mar 8
Prior, William, Hastings, Sussex, Fruiterer. Hastings. Pet Feb 28. Ord Mar 6
Rimmer, Robert, Southport, Lancashire, Joiner. Liverpool. Pet Feb 11. Ord Mar 7
Savage, Hugh, Workington, Cumberland, Provision Dealer. Cockermouth and Workington. Pet Mar 3. Ord Mar 5
Sagar, James, Burnley, Lancashire, Beerhouse Keeper. Burnley. Pet Mar 7. Ord Mar 7
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Sheard, Patchett, Mixenden, nr Halifax, Brewer. Halifax. Pet Feb 23. Ord Mar 8
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Thomas, Walter, Rotherham, Yorkshire, Botanic Beer Manufacturer. Sheffield. Pet Mar 7. Ord Mar 7
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Yeomans, Robert, Rothwell, Northamptonshire, Carpenter. Northampton. Pet Feb 27. Ord Mar 6

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